

EUROPEAN COMMISSION

DIRECTORATE-GENERAL FOR RESEARCH & INNOVATION

RTD - Research and Innovation **Communication**

European Commission

Call for tenders RTD/2023/OP/0032 - Event management and related communication services

Open procedure

TENDER SPECIFICATIONS

1. SCOPE AND DESCRIPTION OF THE PROCUREMENT

1.1. Contracting authority: who is the buyer?

This call for tenders is interinstitutional. The following EU institutions, agencies and bodies (hereafter the *participating entities*) will participate as contracting authorities to the framework contract resulting from this call for tenders:

Participating entities		
BEREC	Agency for support for BEREC	
СВЕ	Circular Bio-based Europe Joint Undertaking	
CEPOL	European Union Agency for Law Enforcement Training	
CPVO	Community Plant Variety Office	
EACEA	European Education and Culture Executive Agency	
EBA	European Banking Authority	
ECHA	European Chemicals Agency	
EDA	European Defence Agency	
EDCTP 3	Global Health - EDCTP 3 Joint Undertaking (entity under creation at the time of publication of the call for tenders)	
EMA	European Medicines Agency	
EPPO	European Public Prosecutor Office	
ERCEA	European Research Council Executive Agency	
ESA	Euratom Supply Agency	
ESMA	European Securities and Markets Authority	
EU-RAIL	Europe's Rail Joint Undertaking	
EUROFOUND	European Foundation for the Improvement of Living and Working Conditions	
FRA	European Union Agency for Fundamental Rights	
HaDEA	European Health and Digital Executive Agency	
ІНІ	Innovative Health Initiative Joint Undertaking	
KDT	Key Digital Technologies Joint Undertaking	

REA	European Research Executive Agency
SESAR 3 JU	Single European Sky Air Traffic Management Research 3 Joint Undertaking
SNS JU	Smart Networks and Services JU
SRB	Single Resolution Board

The list of *participating entities* may be extended to include any other institution, agency or body created on the basis of the Treaties or secondary Union law after the launch of this procedure.

The lead contracting authority is the European Commission, DG RTD - Research and Innovation. The European Commission, acting as an agent for the *participating entities* for the purposes of this call for tenders and the resulting framework contracts, publishes the call for tenders, organises the evaluation, signs and manages the framework contracts (including any amendments thereto) on behalf of all *participating entities*.

Each of the *participating entities* may avail itself of the resulting framework contracts autonomously by concluding specific contracts¹ with the contractors.

References to the contracting authority (CA) in these tender specifications and their annexes shall be understood, depending on the context, as referring to one of the following:

- the European Commission acting in its capacity as lead contracting authority;
- all the participating entities, in relation to their collective rights and obligations with the contractors, as one of the parties to the framework contracts;
- any of the participating entities acting in its own capacity, in particular for matters related to the conclusion, execution or termination of specific contracts with the contractors.

1.2. Subject: what is this call for tenders about?

The subject of this call for tenders is "Event management and related communication services".

1.3. Lots: is this call for tenders divided into lots?

This call for tenders is not divided into lots.

1.4. Description: what do we want to buy through this call for tenders?

The services that are the subject of this call for tenders, including any minimum requirements, are described in detail below.

Variants (alternatives to the model solution described in the tender specifications) are not allowed. The contracting authority will disregard any variants described in a tender.

¹ Including order forms as a simplified form of specific contract.

1.4.1. Background and objectives

Research, Sciences and Innovation are high on the political agenda and an integral part of economic policymaking at both EU and national level. EU's key funding programme for Research and Innovation (R&I), Horizon Europe1, aims at facilitating collaboration and strengthening the impact of research and innovation in developing, supporting and implementing EU policies while tackling global challenges.

Measures to improve the framework conditions for Research and Innovation, including through the new elements in Horizon Europe such as the European Innovation Council, EU Missions, Open Science policy and the new approach to public-private and international partnerships, are coordinated by the Directorate-General for Research and Innovation2 (DG RTD) and by the other DGs, Executive Agencies (EAs) and bodies part of the Research and Innovation family of EU services, participating in the implementation of Horizon Europe framework programme3.

In order to effectively support this extensive policy portfolio and the related initiatives and programmes, the communication actions around them should be carefully tailored to the needs of the EU services in the R&I family. Communication efforts focused on R&I reach out to a wide variety of stakeholders and target audiences, from governments, international organisations, to research institutes, academia, media outlets, etc. Organising and managing events in this framework must take into consideration these characteristic elements of R&I, but it should be innovative and integrate the latest tools and technological advancements.

The COVID-19 pandemic has significantly impacted the organisation and management of events. Digital and hybrid events have become more prevalent and the importance of online community management, especially around scientific and technical content, has significantly increased. This brought about new trends, such as interactive digital stands, artificial intelligence (AI), gamification and reward-based communication actions, augmented/virtual reality experiences, tech-tables, hackathons, ask-me-anything, role-play and award-based activities, flashmobs, etc. These targeted and topical communication actions require a specific conceptual approach, preliminary research and are expected to be included in the organisation and management of events under this Contract.

Other type of action which could also be required is the implementation of annual projects, such as pan-European flagship events, adopting a holistic and interdisciplinary approach, which, if managed by the participating entities from the R&I family, would fit in the long-term objectives and main priorities of EU R&I. These include the Framework Programme Horizon Europe 2021-2027, the five EU Missions⁴ and their targets, the EU Partnerships⁵ covering more than 50 research fields, the European Research Area⁶, Global Approach to Research and Innovation⁷, and the International

Executive Agencies: CINEA, EISMEA, ERCEA, HADEA, REA

Other Institutions and services: EEAS, EIT

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¹ https://eur-lex.europa.eu/eli/reg/2021/695/oj

² https://research-and-innovation.ec.europa.eu/index_en_

³ Directorate-Generals: AGRI, BUDG, CLIMA, CNECT, COMP, DEFIS, DEVCO, DGT, DIGIT, EAC, ECFIN, ECHO, EEAS, EIT, EMPL, ENER, ENV, FPI, GROW, HERA, HOME, HR, INTPA, JRC, JUST, MARE, MOVE, NEAR, OP, REFORM, REGIO, RTD, SANTE, SG, TAXUD, TRADE

⁴ EU Missions in Horizon Europe (europa.eu)

⁵ European Partnerships in Horizon Europe (europa.eu)

⁶ European research area (europa.eu)

⁷ International cooperation (europa.eu)

Partnerships in Science and Research to tackle societal challenges in other continents.

The purpose of this call for tenders is to provide the participating entities with a Framework Contract for the design, coordination, implementation and monitoring of events, exhibitions, outreach concepts and further communication activities related to horizontal domains of science, innovation and research, which will promote the policy work and communication needs of these entities.

The services requested by this contract are tailored to the needs and specificities of the bodies in the R&I family. However, the use of the contract is open to any other DGs of the European Commission and the participating entities mentioned under section 1.1 above.

Event activity at the participating entities varies across the course of the year, with peaks depending on several factors: the exact dates of public holidays in a given year, the Institutions' workload and planned activities, and foreseen, unforeseen events at the Member States' level as well as the general political context and EU policy-making planning, such as the European Elections, the launch of multiannual Framework Programmes etc. Please take into consideration that the months of July and August are generally considered as low-peak period.

1.4.2. Detailed characteristics of the purchase

Under the contract resulting from this procurement procedure, the Contracting Authority (CA) will purchase quality event management and related services. Although not conclusive, the definition of "events" may involve physical, digital or hybrid instances of targeted outreach communication campaigns, thematic conferences, topical seminars, workshops and meetings, scientific and policy-related exhibitions, interactive stands, and exhibitions, award ceremonies, information days, visits, fairs, large public events and attractions, activities involving experimental content based on artificial intelligence (AI), gamification techniques and reward-based communication actions, augmented/virtual reality experiences, tech-tables, hackathons, ask-me-anything, role-play and award-based activities, flashmobs, and/or others.

Event services designed during the implementation of the resulting framework contract must be based on innovative concepts, tailored for targeted audience of the greater scientific, industrial and policy-making community and stakeholders of the CA, as well as for the general public.

The contractor will assist the CA with the coordination and implementing logistics, but also to accompany the CA in the proceedings of an event service throughout its life-cycle, from establishing a concept based on the objectives to be achieved, to implementing that concept and measuring the performance and reporting on the outcomes.

The outbreak of COVID-19 has changed the way events are designed, organised and implemented, putting an emphasis on digital events, and highlighting the importance of flexibility and adaptation in the provision of event management services. Therefore, for any physical event, the contractor may be requested to deal with health and safety requirements such as physical distancing at the event venue and with the necessary security arrangements. Moreover, they must provide options for digital alternatives to fully, or partly, replace any physical event if required.

For any type of event, the contractor will be required to provide innovative and creative solutions, showcasing the latest development in the field of physical, digital and hybrid events organisation. To play a crucial role in the achievement of the CA's policy objectives, events must provide an impactful and meaningful experience to participants, involving participatory and interactive elements to engage them.

The contractor will also need to provide services, solutions and methods that are tailored to the events' topics, targets and objectives, which will be mainly related to research and innovation, but may be also linked or combined with other EU policies. During the implementation of the framework contract, the contractor may be requested to collaborate with different stakeholders, such as member states, government organisations, academia, international organisations and others. In the field of research and innovation it can further be in particular research institutions as well research and innovation liaison offices at national level (National Contact Points) within the EU and beyond. The objective of these activities in research and innovation area will be mainly to stimulate co-operation of stakeholders and to raise awareness of European research and innovation matters, as well as EU initiatives and projects in other policy areas.

Geographical scope

The activities will cover operations not only across all EU Member States, but also worldwide. They may involve local or national-level projects outside the territory of the EU.

Furthermore, apart from potential global operations, EU countries hosting the rotating EU presidency⁸ tend to attract increased event activity during the Presidency period.

Greener events

The European Commission is responsible for policies and regulations designed to ensure that Member States develop more sustainable economies thereby reducing their environmental impact to the benefit of all interested parties including EU citizens.

The successful contractor shall lead by example in reducing the environmental impact of its everyday activities, while implementing the services under this framework contract.

In drafting their tenders for each of the services requested in this tender specification, the tenderers shall describe their approaches on how to organize more sustainable meetings and events, seeking to reduce their environmental impact.⁹

The services the CA is interested in purchasing under this framework contract include the services listed below, which will be specified case-by-case in each specific contract.

1.4.2.1. Defining an event concept

Based on the definition of the content by the CA and taking into account any requirements pre-defined by the CA, the Contractor will assist in clarifying the basics of the event to be organised: objectives, target audience, duration, and format.

The Contractor will also identify all necessary organisational steps and establish a timeline for implementation.

⁸ A draft table of Presidencies of the Council (until the end of 2030 can be found here:

 $\underline{https://eur-lex.europa.eu/legalhttps://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32016D1316\&from=ENcontent/EN/TXT/PDF/?uri=CELEX:32016D136\&from=ENContent/EN/TXT/PDF/?uri=CELEX:32016D136\&from=ENContent/EN/TXT/PDF/?uri=CELEX:32016D136\&from=ENCONTENT/EN/TXT$

⁹ See guidelines on sustainable Commission meetings and events: <u>EMAS – Environment - European Commission</u> (<u>europa.eu</u>); For other aspects such as IT products, cleaning services, catering, etc. you can consult the Commission's Green Public Procurement guidelines, that are regularly updated, here: https://ec.europa.eu/environment/gpp/eu gpp criteria en.htm

On this basis, the Contractor will provide an event concept, which includes:

- An idea based on the specific objectives set by the CA for the event, recommendations for Key Performance Indicators and establishment a method for measuring results;
- Pre-checking of dates of national/local events and national holidays against event date and flagging any overlapping which may impact the event or any potential hook for the event:
- Advising on the environmental / social dimension of the event;
- Identifying the different services needed for a successful event (e.g. technical equipment, online resources such as hosting platforms and interactive tools, catering, graphic design, stands and exhibitions' permissions etc.);
- Timeline of event preparation including key dates for the CA's input / approvals (hotel cancellation deadlines, printing deadlines etc.), and for delivery of production milestones by the Contractor;
- Establishing and working continuously on a script structure and content for the event.
- Exhibitions and stands, taking into consideration their specificities at the concept stage.

1.4.2.2. Overall coordination of the project

The services required must include but are not limited to:

- Coordination with CA as well as any other parties involved in the project (local authorities, CA services, etc.);
- Presence during all meetings needed for the smooth running of the event. The number and kind of meeting needed will be specified in each request for a specific contract. The meetings requested during the implementation of the framework contract will be in particular a kick-off meeting, site meeting (for physical and hybrid events), progress meeting, coordination meeting during the set-up of the event as well as for the duration of the event and a de-briefing meeting.
- Continuous management of information flows between the CA and any service providers managed by the Contractor, as well as any other parties mentioned above;
- Drawing up of meeting agendas and meeting minutes; provision of overviews on contract implementation as requested by the CA;
- Availability at least between 09.00-17.00 Brussels time, on the working days of the CA¹⁰, to provide assistance and report on progress made in the execution of the contract; for the execution of a specific contract, the CA may ask the Contractor to be available outside its normal working time;
- Coordination and supervision of services before, during and after the event;
- Ensuring respect of the planning of the event's preparation, as agreed with the CA.

¹⁰ Working days can differ between CAs, depending on their location.

1.4.2.3. <u>Design, implementation, monitoring, and evaluation of Communication services</u>

The Contractor will provide the CA with communication services related to the objectives of the concept that ensure maximum visibility, outreach or awareness of the event activities vis-à-vis the key audiences. They can include the use of different channels and tools such as internet, social media or other online activities, banners, advertising, promotional services.

The services required must include but are not limited to:

- Creation of a targeted communication strategy for the event, including communication objectives, key messages, relevant audiences and channels, a plan of activities, communication risks and mitigation strategy, etc.
- Creation or adaptation of branding, according to new or established visual identities of existing policy instruments;
- Provision of MS Office templates or similar presentation templates for the event;
- Compiling content and providing graphic design for all printed and on-line products;
- Other print items and communication materials;
- Translations;
- Development and production of videos and other audio-visual products;
- Provision of photos live provision for social media or photo e-booth;
- Drafting, editing and boosting social media posts;
- Providing conference pictures and videos adapted for social media or suitable stock shots:
- Assisting the CA, upon request, with community management of social media channels;
- Tracking social media engagement and impressions and post-conference statistics
- Mapping of specialised segments of stakeholders (scientific and or technical fields), policy-making actors and entities, as well as in-house communication contacts (e.g. press offices within universities, research institutes etc);
- Implementation of promotion and awareness-raising actions pre-, during and post-event, including on legacy and new media;
- Drafting and dissemination of thematic press kits;
- Press feeds in English or in another requested language;
- Drafting of advertorials in English or in another requested language;
- Working and following-up with communication specialists and press professionals:
- Establish partnerships with scientific press professionals and specialised content outlets;
- Organisation of interviews with different target groups;
- As part of core activities (i.e. events, campaigns, exhibitions etc), organisation of actions such as info-sessions for professional journals or stakeholders' media departments and drafting of relevant materials (agenda, invitation, press kits);
- Production of videos/photo collections for media kits;
- Scientific and technical Media buying and paid news feeds through stakeholder networks (e.g. scientific magazines, communication channels of R&I and policy associations and umbrella organisations);
- Drafting documents related to the event (e.g. post-event publications, reports, articles).
- Conduct surveys with participants: drafting the survey questions; consulting with CA staff; performing the surveys on-site and/ or setting-up the on-line tool; sending the survey and following-up with participants; analysing feedback from survey participants.
- Draft on-line survey report (text, charters, visuals), create layout of the report; produce presentation with main findings of the survey. In most cases, the survey will be compiled

and sent out by the CA. Occasionally, the CA will require the Contractor to compile and send out the survey. In such cases, the survey should be aligned with the guidelines and agreed with the CA; both individual and consolidated survey results will be transmitted to the CA a in digital format for data gathering purposes.

• Prepare reports describing the services delivered and results achieved from the event and provide recommendations: drafting the report in English; layout of the report.

If the Contractor proposes to reuse communication material already produced for another event under this FWC, it must seek prior written approval of both the CA for which the material was initially produced and the CA to which the material would be put at disposal. The CA may also provide the Contractor with material already developed for a past event. The party proposing the use of past material is responsible for ensuring that the copyright permits it.

The Contractor will provide a timely evaluation of the impact and results achieved by the events, and to benchmark the event against the key performance indicators (KPIs)¹¹ set out as part of the event concept (see section 1.4.2.1). The objective is to assess inter alia quality and cost-effectiveness of the event through a report, which, where applicable, should be in line with any existing CA guidelines for impact assessment for communication actions. The CA is responsible for transmitting the applicable guidelines to the Contractor at the moment the specific contract is signed.

Data ownership is governed by the provisions of the draft FWC. Contractors are not allowed to keep a copy of the results of the survey.

The evaluation report should be attached to the invoice or sent separately to the CA prior to the billing of the final payment of each specific contract. A copy of all evaluation reports that may have been produced for the event should also be sent to the CA.

Any graphic work needs to comply with the inter-institutional style guide¹² and CA visual identity rules¹³.

1.4.2.4. Event Rundown

The Contractor will provide expert services needed to design professional, innovative and compelling event programmes, which will contribute to make the event more innovative, unique and memorable. This includes in particular provision of speakers, moderators, masters of ceremony, rapporteurs and other expert services.

The services required must include but are not limited to:

¹² Inter-institutional Style Guide http://publications.europa.eu/code/

¹¹ See Annex 8 – 2022 EC Communication Indicators

¹³ For the Commission, these rules are published on the dedicated webpage (https://ec.europa.eu/info/resources-partners/european-commissionhttps://ec.europa.eu/info/resources-partners/european-commission-visual-identity_envisual-identity_enhttps://ec.europa.eu/info/resources-partners/european-commission-visual-identity_en). Any website needs to comply with the standards described in the Information Providers Guide (IPG, http://ec.europa.eu/ipg/) and relevant data protection rules applicable, as specified by the CA. Websites should be accessible for persons with visual impairments. All material provided by the Contractor must comply with the General Conditions for Intellectual property rights referred to in II.13 of the FWC.

- Identification for moderator / master of ceremony services, speakers and other needed experts;
- Liaising and coordinating with the CA;
- Briefings, rehearsal sessions and other necessary preparatory work required.
- Any other preparatory or coordination work needed upon CA request;
- Presence and provision of expert services during the event.

1.4.2.5. Online resources

The Contractor will either assist the CA with the content management of existing online resources, or undertake the development or purchasing of the necessary online resources that will be hosting the digital environment of hybrid or online events based on commercial or tailor-made solutions and technologies.

The services required must include but are not limited to:

- Static (text-based) or interactive web pages;
- Event homepage and functional or thematic sub-sites;
- Multimedia tools such as AV players and videoconferencing tools;
- Online exhibition areas;
- Interaction features such as chat boxes or rooms, meeting booking facilities, voting or live participation tools;
- Contact points;
- Social Media aggregations, measuring, sharing and engagement tools;
- Gaming and/or gamification tools;
- Event apps.

The online resources shall be suitable for the event in question. This applies not only to the technology used but also to the usability needs of the event and its concept.

The online resources selected or developed shall respect the usability, accessibility, data protection and visual identity and guidelines offered by the CA. Any exceptions to this rule must be brought explicitly to the attention of the CA for approval. The services required under this chapter must include but are not limited to:

- Usability reports;
- UX/UI concept and methodology development;
- Wireframing;
- CMS benchmarking;
- Testing and debugging;
- Privacy and Data Protection plan;
- Cybersecurity analysis and implementation;
- Web hosting;

- API integration;
- Content adaptation;
- Branding;
- Migration services;
- Data preservation and archiving;
- Compatibility testing and adaptation (e.g. browser, mobile-first approach etc);
- Search Engine Optimisation (e.g. securing engine crawling, sitemap preservation etc);
- Monitoring and reporting (e.g. traffic reports).

1.4.2.6. Stands and exhibitions

The Contractor will provide a complete set of services from design to transportation, installation, dismantling and storage or disposal of stands and exhibitions. The constructions should be delivered fully functional and should be able to host the material and human operators in the physical area. The provision of necessary IT equipment can be provided as via the "Audio-visual and IT equipment and services" (section 1.4.2.8).

The services required must include but are not limited to:

- Concept and production of physical stands and exhibitions;
- Concept and production of indoor and outdoor structures, and of off-site exhibitions, including necessary authorisations and licenses;
- Design the stand visuals;
- Develop and organise stand animation programme;
- Transportation, construction, dismantling and recycling where applicable;
- Provision of audio-visual and IT equipment;
- Allocation of stands;
- Liaising with exhibitors;
- Managing sending of material to and from venue;
- Provision of personnel at stands;
- Provision of floor plans;
- Provision of electricity, internet connections and any other services needed;
- Obtaining necessary permissions from responsible authorities and bodies;
- Ensuring compliance with any venue-specific safety and security rules.

1.4.2.7. Event logistics and management

The Contractor will provide the necessary services and work to identify, book, prepare and manage the venue(s) and the logistical work necessary for the hosting of the event.

The services required must include but are not limited to:

- Location-spotting (repérage) and proposal of suitable venue(s) plenary rooms, breakout/workshop rooms, catering spaces, exhibition spaces, offices, etc.;
- Leasing, rental or otherwise reserving of a suitable venue(s) plenary rooms, breakout/workshop rooms, catering spaces, exhibition spaces, offices, etc. including analyzing the inventory for the duration agreed with the CA and necessary to perform the action;
- Ensuring the selected venue is appropriate for the event's character and type;
- Ensuring the selected venue is accessible for people with disabilities and well-connected to public and easily accessible by all participants;
- Provision of floor plans, including with positioning of signposting;
- Provision of air conditioning, heating, electricity, water as appropriate;
- Provision of furniture, equipment, structures and other items needed;
- Provision of manpower for dressing up/dismantling;
- Provision of access to the venue;
- Provision of storage space for event material;
- Interior design and dressing up of venues, including signposting, always with the highest environmental standards;
- Concept and production of interior and exterior signposting;
- Analysis of existing signposting infrastructure at the venue that can be customised and of possibilities for re-using previously produced materials.

Venues shall be accessible for persons with disabilities and shall be well-connected to public transport. Any exceptions to this rule must be brought explicitly to the attention of the CA for approval. Preference should be given to venues with environmental certification (e.g. EMAS, Green Key, EU Ecolabel, ISO 14001 or equivalent).

The design and production or purchase of material, shall be done in view of them being re-used and/or recycled-upcycled when possible.

Venue rental and related services not included in the price list will be reimbursed at market price.

1.4.2.8. Audio-visual and IT equipment and services

The Contractor will advise the CA on creative, cutting-edge technology that brings the event concept to life, and will implement the technology and provide on-site support and troubleshooting at all times. Contractors need to stay abreast of the most recent trends in technology and be able to adopt and implement new innovations for both digital and physical events.

Technical consultancy must include advising the CA on technical possibilities and limitations of the venue, analysing existing equipment and checking it against the equipment required for the event in question, as well as presence, during the set-up, the event itself and dismantling after the event.

Audio-visual and IT equipment should cover not only for the physical instance of events, but also the digital ones when necessary (e.g. compatibility with online platforms for web streaming and interconnectivity in case of hybrid events).

The AV and IT equipment should be offered as a service including the technical staff required for the operation of the devices involved in the type of service. Any produced material should be copyrighted and at the disposal of the CA upon request.

The services required under this chapter must include but are not limited to:

- A complete sound system allowing all possible types of interactions for physical, online or hybrid use;
- Projection systems allowing all possible types of interactions for physical, online or hybrid use;
- A sufficient number of technicians, operating and support staff to ensure smooth running and troubleshooting if necessary of all technical equipment needed; Stable and fast wired and wireless connectivity solutions for all event participants, and all event premises, including registration desks, organisers' offices, VIP rooms;
- Necessary devices and IT equipment to be provided to CA staff, speakers and other profiles involved in the event organisation and to facilitate interactions and to insure a smooth and professional hosting of the event (e.g. laptops, autocue, presentation controllers, return monitors, instant sharing capabilities, printers, photocopiers, stationary etc)
- Filming, audio recording and imaging equipment and services (cameras, audio recorders, photo-cameras and operators etc).
- AV editing and production services.

If the audio-visual or IT needs for an event differ from what is offered in this section according to the price schedule, the CA has the possibility of ordering such items individually at market price. When such individual items are quoted in the price list, the prices from the price list apply.

1.4.2.9. Travel and Accommodation

Contractors will be required to organise travel and accommodation for some or all persons attending or participating in the event.

Special attention needs to be paid to customer service, including quick follow-up to any requests addressed to the Contractor from both the CA and participants. The Contractor will also need to keep track of progress made on travel arrangements for individuals and be able to provide information on them at all times in the process.

Hotels should be within walking distance of the venue if possible and should be well-connected to public transport. Preference should be given to hotels, which are certified as environmentally friendly (EMAS, Green Key, EU Ecolabel, ISO 14001 or similar).

Accommodation bookings are to be made according to instructions provided by the contracting authority for each specific contract, based on sound financial management. Derogations from this standard are possible if made in agreement and with explicit prior consent of the CA. All other expenses (meals, minibar or other) are to be borne by participants themselves.

The services required under this chapter must include but are not limited to:

- Contacting speakers and coordinating their travel itineraries;
- Booking and providing tickets for travel by airplane, train or other public transportation;

- Booking hotel accommodation, preferring certified environmentally friendly hotels;
- Making hotel block-bookings for participants paying their own accommodation;
- Providing quick follow-up to any requests from the CA or participants;
- On-site coordination of shuttle buses and other transfers, including individual taxis;
- Providing a travel info desk/on-site assistance during the event;
- Providing public transport passes and clear directions on how to use public transport/public transport maps.

The prices for travel and accommodation will be reimbursed at market price.

The contractor will be entitled to cover its administrative cost (via a flat rate per person) for dealing with the hotel/travel reservations, sending confirmations and dispatching prepaid tickets to participants, providing room lists to the Contracting Authority, etc.

1.4.2.10. <u>Catering</u>

The Contractor is required to provide quality food and beverages, as well as any staff, material or services needed for the provision of catering services. Single-use items (plastic bottles, plastic cutlery, plastic or paper plates etc.) are not permitted, unless in duly justified cases accepted in writing by the CA.

The tender shall include an explanation of what actions the Contractor will take to avoid food waste. For any unavoidable leftover foods or materials the Contractor will be required to come up with solutions for disposing of them in a sustainable way: for example donating to charity if possible or composting / recycling.

Unless explicitly requested otherwise, the Contractor should offer plant-based options as part of any menu and avoid red meat. Preference should be given to seasonal and organic food. Water should be served from drinking water fountains and in glasses rather than disposable cups wherever possible. Other beverages should be fair trade and/or organic, unless explicitly agreed otherwise between Contractor and CA.

Menus and set-ups need to be adapted to space and other constraints based on the guidance and approval by the CA. The Contractor may be required to integrate the catering with other spaces used during the event (mixed catering and exhibition space, for example).

Serving staff must comply, where applicable, with all national rules, protocols and the requirements for on-site staff's security and safety at work as well as with any requirements set by the CA.

The services required under this chapter must include but are not limited to:

- Food and beverages;
- Tables and chairs/other furniture;
- Cutlery and crockery;
- Tablecloths;
- Dedicated staff to assist with last-minute changes, adapt to ad-hoc requests;
- Accommodating special dietary needs, including gluten/lactose-free, halal, kosher, vegan, vegetarian;

- Food labelling (e.g. vegetarian, vegan, lactose-free, gluten-free etc.);
- Catering on event premises and off-site;
- VIP Dinners:
- Social Events:
- Dressing up of catering locations;
- Place cards;
- Printed menus;
- Blank seating plans;
- Cleaning and waste disposal, with a specific attention in taking actions to avoid food waste and to dispose leftovers in an ethical and sustainable way;
- Other related material and services.

Catering and related services will be reimbursed at market price.

1.4.2.11. Protocol and participant management

Participant management requires a series of standard services in order to secure a smooth and problem-free experience to all participants of the events. The CA has already a well-established and fully operational online registration and participant management tool¹⁴, which will be used as a preferred option.

The services required must include but are not limited to:

- If needed, creation and customisation of an online registration form, fitting GDPR regulation;
- Sending of information, reminder or other e-mails to registered participants, including a practical information document before, during and after the event;
- Responding to participants and organisers questions within 24 hours on working days;
- Tracking evolution of registration numbers, including per category of participant;
- Providing real-time information on registrations;
- Providing environmentally friendly badges, or any other badging material necessary;
- Management and supervision of registrations;
- Providing technical support;
- Monitoring participant presence;
- Monitoring access to parallel sessions or break-out rooms;
- Extracting attendance statistics on the day of the event, and clean statistics;
- Collecting feedback from participants, on logistics and content.
- Providing scanning or other check-in technical equipment and printers as well as any necessary cables, internet connections and electricity supply for smooth registration.

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¹⁴ A demo of the tool is available <u>here</u>

Some of the events which will be organised with the support of the Contractor will feature VIPs or VVIPs, from ministers to heads of state and government, to religious leaders, heads of international institutions or celebrities.

For these events, the Contractor needs to be aware or request protocol rules defined by the CA, and work in close coordination with the CA, and in particular its protocol service to ensure that CA protocol rules are being applied by the Contractor and on-site staff, wherever necessary.

- Coordinating with the CA's protocol service;
- Coordinating with attending delegations to organise arrival and departure of VIPs and VVIPs and pass on any other relevant information;
- Providing multilingual liaison officers for delegations;
- Providing country flags and flagpoles;
- Providing name plates;
- Providing place cards for meals;
- Providing invitation cards;
- Production of seating plans in accordance with protocol rules; continuous updating of seating plans, including last-minute changes;
- On-site assistance with seating and management of seating plans;
- Liaising with delegations to coordinate arrivals/departures;
- Providing oral and written briefings on protocol rules to be applied by event staff;
- Provision of material for signature ceremonies;
- Drafting and sending of delegation guides.

Protocol and participant management services cover exclusively events with full or partial physical instances and must be quoted in price per day under the following categories:

- Events up to 50 physical participants
- Events between 51 and 200 physical participants
- Events between 201 and 500 physical participants
- Events with more than 500 physical participants

1.4.2.12. Security

The Contractor will help the CA in ensuring security needs are correctly assessed and met, respecting at all times any instructions from the CA and the responsible local or national authorities, if applicable.

The services required must include but are not limited to:

- Ensuring security and observance of all public health rules and guidelines;
- Analysing and mapping security needs;
- Providing security guards and briefing them;

- Providing security equipment (hand held metal detectors, x-rays, explosives detectors);
- Liaising with CA's Security services, speakers and delegations;
- Liaising and negotiating with local/national authorities in charge of security;
- Producing car signs.

All security staff must comply, where applicable, with all national rules, protocols and requirements for on-site staff's security and safety at work.

Security services cover exclusively events with full or partial physical instances and must be quoted in price per day under the following categories:

- Events up to 50 physical participants
- Events between 51 and 200 physical participants
- Events between 201 and 500 physical participants
- Events with more than 500 physical participants

1.4.2.13. Transport and shipping

In many cases, items will have to be transported to the event venue and sent back.

The Contractor must insure all items to be transported or shipped safely against loss or damage.

Any packaging used for transport shall be fit for purpose as well as environmentally friendly, if possible.

An English-speaking point of contact must be designated to manage pick-up, delivery and tracking.

The services required must include but are not limited to:

- Providing suitable packaging for items to be shipped;
- Shipping of items to event or other locations as needed;
- Providing the manpower and equipment needed to handle, ship and deliver items to the final destination.

Transport and shipping of event material must be quoted in flat rates per m³/km per following distance categories:

- Distance less than 500 km
- Distance between 501 and 1000 km
- Distance between 1001 and 2000 km
- Distance between 2001 and 3000 km
- Distance between 3001 and 5000 km
- Distance between 5001 and 10000 km
- Distance above 10000 km

Distances are calculated as straight kilometric distance between point of departure and point of final destination/delivery. Transport and shipping costs shall include all costs involved (e.g. service, inventory, insurance etc).

1.4.2.14. Storage rental

In many cases, items such as equipment, constructions, parts, material and other goods, necessary for the event organization, will have to be temporarily stored in designated places (e.g., before venue installation or after dismantling awaiting return transportation/shipping). The Contractor will provide the necessary storage space(s) to safely store and secure all goods against loss and damage. The cost of renting the space is invoiced based on market price. Storage costs should include all costs involved (e.g. service, inventory, insurance etc). Invoice of the payment of the contractor to the supplier will be requested.

1.4.2.15. Translation and interpretation services

The contractor shall provide translation and interpretation services for any kind of event and scenario, covering the geographical scope as reflected in this tender, especially non-EU territory. The services shall be offered in a fully operational way including both the professionals and the equipment necessary to perform this service¹⁵.

The services required must include but are not limited to:

- Interpretation professionals and booths fully equipped for simultaneous interpretations in the requested languages.
- Interpretation professionals and online tools or services providing distant or online interpretation when a physical booth is not possible to be used.
- Interpretation professionals and services covering sign language, speech-to-text rendition of event proceedings ("velotypist").

Interpretation services* must be quoted in price per day under the following categories:

- Simultaneous interpreting official EU languages (from all EU languages to all EU languages and vice versa)
- Consecutive interpreting official EU languages (from all EU languages to all EU languages and vice versa)
- Simultaneous interpreting other languages/official EU languages (from all other languages to all EU languages and vice versa)
- Consecutive interpreting other languages/official EU languages (from all other languages to all EU languages and vice versa)
- Simultaneous interpreting other languages (from all other languages to all other languages).
- Consecutive interpreting from any language to sign language and vice versa
- Simultaneous interpreting from any language to sign language and vice versa

¹⁵ ISO 2603:2016 concerning permanent interpreting booths; ISO 4043:2016 concerning mobile interpreting booths; ISO 20109:2016 concerning interpreting equipment

*Interpretation services might be requested in the context of a conference or another event, only when the European Commission Directorate-General for Interpretation (SCIC) cannot provide the necessary interpretation services.¹⁶

Technical specifications for conference rooms with simultaneous interpretation are provided in annex 10.

Translation services must be quoted in price per page under the following categories:

- Translation of documents (price per page of 1500 characters without spaces) from English or French or German into English or French or German
- Translation of documents (price per page of 1500 characters without spaces) from English or French or German into any other language
- Translation of documents (price per page of 1500 characters without spaces) from any other language into English or French or German
- Proofreading of documents (price per page of 1500 characters without spaces).

1.4.2.16. **Photocopying services**

When needed the contractor should be able to provide photocopying services on the spot. This includes the provision, installation, storage, setup, dismantling etc, of printing equipment and stationary material, necessary for a complete printing set of services.

1.4.2.17. Print shop (production and printing)

The contractor shall provide services related to print shop and print and communication material.

The services required must include but are not limited to:

- Creation and adaptation of a complete visual identity
- Printing of communication material (posters, banners etc)
- Printing of documents.

Prices should be quoted based on the categories in the price schedule.

1.4.2.18. <u>Security margin</u>

To accommodate specific needs which can only be identified during the execution of the specific contract, a security margin of up to 10% of the maximum amount of the Specific Contract may be included. This amount shall be shown separately in the financial offer to the specific contract.

The use of security margin will be subject to the following conditions:

• It may be used only on written request by the contracting authority or by the contractor

https://commission.europa.eu/about-european-commission/departments-and-executive-agencies/interpretation_en_

¹⁶ More information about the EC SCIC:

- The requesting party must indicate the services/items/quantities that will be covered within such a security margin
- This security margin will cover two types of services:
 - Any change in the volume of the quantities listed in the price schedule of the specific contract, any addition of services included in the price list of the framework contract or if applicable, any change in the number of participants of the event.
 - Any last minute/unforeseen service or furniture not included in the price schedule of the specific contract and/or of the framework contract, which is essential for the good execution of the specific contract.

The services linked to the security margin must be approved ex-ante by the contracting authority. The request for payment of the relevant costs shall be accompanied by evidence of the ex ante approval by the CA and statement of the expenses (ie invoices).

1.4.3. Deliverables

The Contractors will provide two levels of reporting to the Contracting authority – the first concerns each Specific Contract, and the second concerns the overall management of the Framework Contract.

Event-specific reports:

- A **Flash Report** shall be submitted in English, within 24 hours following the date of the completion of each event. It shall contain a brief overview of key messages, social media coverage with photos from the event, and should be very brief one/two pages.
- A Full Event Report capturing discussion and elaborating on main messages, outcomes and follow up will be submitted in English within a relevant time frame depending on the scale of the event but in any case no more than one (1) calendar month after the last day of the event. It should also include an Evaluation Report outlining main outcomes of the participants' assessment of the event. The Contractor should use a clear evaluation methodology to measure the quality, results and impact of these activities (before and after) at international, national, regional and/or local level.

The above-mentioned Full Event Report together with the invoice shall contain a detailed description of all the services provided and the quantity of the work carried out, including:

- Programme of the event and lists of participants (numbered);
- Proof of project implementation (which must include photos from the event venue, participants, decoration, etc.; video footage of the event (if requested);
- A copy of all necessary authorisations/permissions/agreements received from the competent public authorities for the organisation of the event
- Evidence of the distribution of all information and visibility materials, etc.;
- Information on cancelled requests, changes made to the initial request, as well as a breakdown of the reimbursable expenses (evidence must also be provided in support of these expenses);

- Media/social media coverage;
- Evaluation of the event, participants' feedback ¹⁷, lessons learnt and recommendations for the future events;
- A qualitative analysis, including recommendations for optimising and evaluating the impact of the actions undertaken, particularly in terms of cost-effectiveness
- A description of the work carried out in comparison with the initial work plan

Costs incurred for the production of any reports must be included in the prices of the services provided. Any information included in the reports may be published on the web site of the Commission. The Contractor must indicate what information it considers to be commercially sensitive.

General implementation report

In addition, the Contractors will provide an annual activity report on the work carried out by the Contractors in performance of the Framework Contract. It will be submitted in English to the Contracting authority within 30 days following the end of the reference period, and shall contain as a minimum the following:

- The services performed during the reference period in terms of quantity and prices, broken down by type;
- Number of specific contracts that were requested by the Contracting authority, and that were performed by the relevant Contractor. For each specific contract, information must include:
 - CA name (nomenclature or DG name, contact person)
 - Date of the event(s) and duration
 - Venue name, city and country
 - number of participants expected and actual
 - Initial amount of the specific contract and amount invoiced
 - Any issues raised, including details of their resolution
 - Confirmation that a flash report, full report or event survey for specific contract was issued.

The reports should be compiled and delivered in structure/format that allows comparison between entries, filtering of fields and statistical analysis.

A qualitative analysis, including recommendations for optimising and evaluating the impact of the actions undertaken, particularly in terms of cost-effectiveness.

¹⁷ **Event Survey:** At the request of the Contracting authority, the Contractor may be asked to prepare and evaluate a short survey of participants on the usefulness of the event. To this end, the Contractor may be asked to develop a standard questionnaire, in cooperation with the Contracting authority.

1.5. Place of performance: where will the contract be performed?

The services will be performed at the following locations:

- the contractor's premises
- any other location worldwide according to the place where the events will be taking place.

1.6. Nature of the contract: how will the contract be implemented?

The procedure will result in the conclusion of multiple framework contracts in cascade with maximum 3 contractors.

A framework contract (FWC) establishes a mechanism for future repetitive purchases by the contracting authority to be awarded in the form of specific contracts². The signature of a framework contract does not impose an obligation on the contracting authority to conclude specific contracts with a framework contractor.

The multiple framework contracts will be concluded in the form of separate but identical contracts with 3 contractors at most, provided that there are enough tenderers whose tenders are retained after the evaluation.

For the award of multiple framework contracts in cascade the tenders deemed admissible as a result of the evaluation will be ranked in order to establish a list of contractors and a sequence in which they will be offered specific contracts during the implementation of the framework contracts. The modalities of implementation of the framework contracts in cascade are set out in the draft contract.

Tenderers need to take full account of the full set of procurement documents, including the provisions of the draft contract as the latter will define and govern the contractual relationships to be established between the contracting authority and the successful tenderers. Special attention is to be paid to the provisions specifying the rights and obligations of the contractor, in particular those on payments, performance of the contract, confidentiality, and checks and audits.

Please be aware that if a tenderer to whom the contract is awarded (any of the group members in case of a joint tender) has established debt(s) owed to the Union, the European Atomic Energy Community or an executive agency when the latter implements the Union budget, such debt(s) may be offset, in line with Articles 101(1) and 102 of Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union (Financial Regulation)³ and the conditions set out in the draft contract, against any payment due under the contract. The contracting authority will verify the existence of overdue debts of the successful tenderers (any of the group members in case of a joint tender), and, if any such debt is found, will inform the tenderer (the group leader in case of a joint tender who will then have the obligation to inform all other group members before signing the contract) that the debt(s) may be offset against any payment under due the contract.

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Any reference to specific contracts applies also to order forms (a simplified form of specific contract).

Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union, amending Regulations (EU) No 1296/2013, (EU) No 1301/2013, (EU) No 1303/2013, (EU) No 1304/2013, (EU) No 1309/2013, (EU) No 1316/2013, (EU) No 223/2014, (EU) No 283/2014, and Decision No 541/2014/EU and repealing Regulation (EU, Euratom) No 966/2012 (OJ L 193 of 30.07.2018, p.1).

1.6.1. Procedure for framework contract implementation

After the entry into force of the FWC resulting from this call for tender, at any time during its course the contracting authority may formally notify in writing the contractors that certain communications will be made by electronic means through the EU Funding & Tenders Portal (the Portal), in accordance with the Portal Terms and Conditions and using the forms and templates provided there. The **Portal** can be accessed via the following https://ec.europa.eu/info/funding-tenders/opportunities/portal/. The notification shall indicate whether all or only certain communications under the FWC will take place through the Portal. The notification shall have full legal effect from the date specified therein, which shall allow a reasonable period of time for the contractors to complete all necessary steps to have access to the Portal. The activation of the use of the Portal shall be at no additional cost for the contracting authority.

If the use of the Portal is activated, any communication covered by the activation notification related to the implementation of this FWC and any specific contracts shall be made through the Portal (except if explicitly instructed otherwise by the contracting authority or if communication via the Portal is hindered by factors beyond the control of the parties).

Communications by contractors through the Portal must be made by persons authorized according to the Portal Terms and Conditions. For naming the authorised persons to use the Portal, each contractor must designate before the date of effect of the activation notification a 'legal entity appointed representative (LEAR)'. The role and tasks of the LEAR are stipulated in their appointment letter (see Portal Terms and Conditions).

If the communication via the Portal is hindered, instructions will be provided by the contracting authority by email and may also be published on the Portal.

During the course of the FWC, the contracting authority reserves the right to further extend the coverage of the communications made through the Portal (if its use has been already activated) or to activate the use of other electronic exchange systems, at no additional cost for the contracting authority.

1.6.1.1. Stability of services

The CA and the contractors will communicate to each other the information needed for the services to be provided. Contractors are not entitled to any payment for updating or exchange of information.

For the duration of the FWC, the Contractors shall ensure that the elements necessary for the stability of the service and the proper performance of specific contracts are maintained. The Contractors are required to inform the CA immediately of any new factor affecting the operational, technical, financial and economical capacity on the basis of which they were selected.

To that end, the Contractors shall, where necessary, replace staff gradually and shall organise the transfer of information required for the services to be provided, the cost of which will be borne by the Contractors. In no event can the Contractors invoke a change of staff as a reason for not meeting their obligations, in particular with regard to deadlines and quality of services or respect of applicable regulations, especially social and employment regulations.

1.6.1.2. Contact person for the management of the FWC

The Contractors will designate one single point of contact for the overall management of the FWC. Communication between the Contractors and the CA will be mainly by e-mail. Shortly after the signature of the FWC, the CA will convene a kick-off meeting in its premises, unless otherwise agreed.

All costs related to the Contractors' management obligations, including attendance of the meeting described above as well as of the monitoring meetings described under point 1.6.1.3, must be borne exclusively by the Contractors and be included in the unit prices of the relevant staff in the financial tender. The CA will not reimburse any expenses incurred by Contractors in relation to these obligations.

1.6.1.3. Monitoring of the FWC execution

For the purpose of FWC monitoring will serve:

- The general implementation reports as described under point 1.4.3
- Progress meetings on the implementation of the FWCs
 - These meetings will be held separately with each Contractor at least once a year in Brussels, in CA premisses
 - o It may be scheduled more frequently if the CA considers necessary
 - The meetings will serve to take stock of the implementation of the FWCs. They will
 also be an occasion to discuss any problems or needs for improvement of services
 and suitable solutions.
 - Operational conclusions of such meetings shall be prepared by the Contractor 10 calendar days after the meeting at the latest and approved by CA. They will be put at disposal of all participating entities in order to facilitate further implementation of the FWCs.

1.6.2. Procedure for specific contracts

Some of the services listed in the "Detailed characteristics of the purchase" (section 1.4.2) can be ordered only in relation to core services of this FWC, and not as stand-alone requests.

The core services of this FWC are the following:

- 1.4.2.1. Defining an event concept
- 1.4.2.2. Overall coordination of the project
- 1.4.2.3. Design, implementation, monitoring, and evaluation of Communication services
- 1.4.2.4. Event Rundown
- 1.4.2.5. Online resources
- 1.4.2.6. Stands and exhibitions
- 1.4.2.7. Event logistics and management
- 1.4.2.8 Audio-visual and IT equipment and services
- 1.4.2.13.Transport and shipping
- 1.4.2.14.Storage rental

- 1.4.2.17. Print shop (production and printing)

The services mentioned below cannot be requested independently, they must be ordered only in relation with at least one of the core services:

- 1.4.2.9 Travel and accommodation
- 1.4.2.10 Catering
- 1.4.2.11 Protocol and participant management
- 1.4.2.12 Security
- 1.4.2.15 Translation and interpretation services
- 1.4.2.16 Photocopying services

1.6.2.1. Point of contact for a specific contract

In each offer sent in reply to a request for services, the Contractors will indicate the single point of contact for the future specific contract. The participating entity on the side of the CA will be the Contractor's single point of contact for specific contract conclusion and implementation, including payment. The participating entity shall also clarify in writing the contact persons involved in the event's preparation.

Contractors must be aware that use of the FWCs is open to all Commission Directorates-General, as well as to the other EU bodies and agencies mentioned under section 1.1 above, and that they may therefore receive requests for services and other communications from e-mail addresses outside the European Commission.

1.6.2.2. Working with the Contracting Authority

All services to be provided are to be coordinated with and approved by the CA. Any steps taken by the Contractors in implementing the contract require explicit prior consent by the CA. The Contractors are not allowed to create the impression of being part of the CA. The Contractors need to bear this in mind when communicating with participants, co-organisers or members of the public.

1.6.2.3. Submitting an offer

The Framework Contracts are performed through Specific Contracts or Order Forms.

The Specific contracts/Order forms are based on a specific request by the Contracting Authority.

If a specific request consists only of items included in the Price list, the Contractors must submit an estimation of the services and work to be performed within 5 calendar days.

If the request includes items, subject to reimbursement of expenses (see below), the reply must be submitted within 10 calendar days indicating an estimation of the services and work to be performed and reimbursable costs.

Should the Contractor not be able to provide the requested services, he must inform the Contracting authority within the 10 calendar days.

For each planned event, the type, volume, location and services requested will be communicated in advance in the request for Specific contract. The specific tasks to be performed as part of the event will be subject to a written description of services from the Contracting authority.

After signature of each Specific Contract, and depending on needs, preparatory or coordination meetings may be held between the Contracting authority and the Contractor to organise the activity. Following the signature of the specific contract, the contractor must keep the Contracting authority informed of the state of progress during the preparatory phase of the event.

In case the required service affects Intellectual Property rights of third parties, the contractor must take all the necessary steps to ensure that third party rights are not infringed.

All contract management elements are considered an integral part of the services contracted under this Contract and any costs incurred must be included in the unit prices.

Offers for a specific contract under the FWC must be composed of a technical and a financial part.

- A) The financial part should include these sections:
 - Unit prices;
 - Reimbursable expenses.

If deemed necessary, a security margin as described in point 1.4.2.18 of this document, which will be reimbursed based on invoices.

Unit prices are those quoted in the price list.

Reimbursable expenses are quoted at estimated market price. They are maximum prices chargeable to the CA. The CA may ask justifications for the quoted amounts. If based on the received justifications, the CA documents that maximum estimated prices are considered excessive for certain services, and that it leads to excessive total contract price, the CA may reject the offer.

Travel and accommodation expenses necessary for delivery of services described in the related request for service for contractor's staff approved by the CA are reimbursable expenses.

- B) The technical part will contain:
 - Proposed approach to the assignment;
 - Indicative timeline;
 - Proposed KPIs;
 - Composition of the team and allocation of tasks;
 - Contact persons;
 - Any other information deemed relevant and/or explicitly requested by the CA.

Subcontracting in the specific contracts

The reply for the specific request must include the proportion of the contract that the contractor intends to subcontract.

For all new subcontractors whose share of the specific contract is above 20% and above €15,000, the contractor will be requested to provide with their reply declarations on honour and the letter of intent, to verify the non-exclusion and the selection criteria. If deemed necessary and based on the risk assessment by the CA, the contractors may also be requested to provide supporting evidence.

1.6.2.4. Recourse to services provided at market price / Reimbursable costs

When specific contract's implementation entails provision of services not quoted in the price list, the Contractor shall submit for acceptance a minimum number of offers, depending on the contract value as estimated by the Contractor in its offer.

Min number of offers to be produced	
1	Up to 15 000€
3	As of 15 000€

Irrespective of the number of requested offers, the CA may ask the Contractor to further negotiate the received offers in order to improve their value for money.

When one supplier can provide several services, the CA shall specify further the number of offers to be requested.

The Contractor shall provide the CA only with the final outcome of the negotiations for each received offer but needs to produce written evidence of the successive negotiation rounds upon CA request.

Where it is not possible to produce several offers (for example exclusive supplier), the Contractor shall produce evidence for the motive upon CA request. Where for the execution of a specific contract, the Contractor needs to rely on certain companies under exclusivity arrangements with a proposed supplier, the estimated market price of the services to be provided by this local supplier shall include the cost of the additional services provided under exclusivity arrangements. In this case, the Contractor shall also provide a copy of the exclusivity arrangements concluded between the local supplier and those companies.

1.6.2.5. Changes in requested services

The CA may, within the overall amount foreseen in the specific contract and in agreement with the Contractor, reduce, increase or cancel already ordered services and add new services which become necessary for the success of an event. For modifications both to the framework contract and to specific contracts, article 172 of the Financial Regulation apply.

1.6.2.6. Invoicing and terms of payment

Payments shall be made in accordance with the provisions specified in Article I.6 of the draft FWC. They will be executed only if the Contractor has fulfilled all his contractual obligations related to the corresponding specific contract by the date on which the invoice is submitted.

1.6.2.7. Evaluation of services provided per event

Services provided under specific contracts will be evaluated systematically by the CA. To this end, Contractors are required to send an evaluation form (see template in Annex 9) to the CA within 5 days after the event or delivery of the last related service.

The evaluation form should be filled in by a representative of the CA at the latest 5 working days after receipt.

The CA will use the evaluation form to assess the quality of the different services provided as satisfactory or non-satisfactory. In case the CA rates any of the services provided as unsatisfactory, it will indicate details of the non-satisfactory performance:

- If the contractor fails to perform its contractual obligations within the applicable time limits set out in this FWC, the contracting authority may claim liquidated damages for each day of delay in line with article II.15 of the framework contract.
- If the contractor fails to provide the service in accordance with the FWC or a specific contract ('unperformed obligations') or if it fails to provide the service in accordance with the expected quality levels specified in the tender specifications ('low quality delivery'), the contracting authority may reduce or recover payments proportionally to the seriousness of the unperformed obligations or low-quality delivery, in accordance with article II.16.

A reduction in price may be imposed together with liquidated damages under the conditions of Article II.15.

1.6.3. Glossary

- Awarding authority: the awarding authority is responsible for drafting the present tender specifications, processing the evaluation of the tenders received in response to this call for tenders, and awarding, concluding and managing the resulting FWC.
- Contracting authorities (CA): This term covers both the EC and the other participating entities (see section 1.1).
- **Contractor:** the economic operator with whom the contracting authority has concluded a FWC.
- **EC:** RTD, Research & Innovation, is acting as the Authorising officer by delegation of the European Commission (EC), which represents the European Union ('the Union') as the awarding authority of the present call for tenders.
- **EMAS:** Eco-Management and Audit Scheme is a set of greenhouse keeping measures to reduce environmental impact having regard to Regulation (EC) No 761/2001 of the European Parliament and of the Council of 19 March 2001¹⁸.
- Event: An organisation of a public or non-public activity, which foresees the attendance of participants via public or targeted announcements/invitations and which

¹⁸ http://eur-lex.europa.eu/legal-content/EN/TXT/?qid=1467719288966&uri=CELEX:32001R0761

requires a minimum set of planning, communication, management and reporting actions.

- **Participant:** An individual attending an event activity, who has no involvement in the organisation or the content (i.e. agenda) of this activity. Participants to an event activity have a genuine interest to attend an event activity.
- **Physical event:** An event activity, which requires physical attendance to all the prospective participants (i.e. at a venue or organisation location).
- **Hybrid event:** An event activity, which allows for both physical or online participation (i.e. depending on preference or availability of each option).
- **Online event:** An event activity, which allows participants to attend online (i.e. via a web).
- Exclusivity: an arrangement concluded between a venue owner and a supplier, whereby any tenant is 'tied' to purchase from this **supplier** on the understanding that no other distributor will be appointed or receive supplies in a given area.
- Participating entities: For the purposes of this call for tenders, participating entities are those mentioned in section 1.1. Participating entities are the contracting authorities which may sign specific contracts and/or order forms related to the FWCs resulting from this call for tenders.
- On-site staff: It is any staff provided directly by the contractor or by its suppliers, subcontractors, partners, that are in contact with the participants and/or CA staff. It includes local staff, technicians, servers, liaison officers, security guards, etc. Any on-site staff in contact with the event's participants and/or the CA staff should speak fluent English (at least B2 level in accordance with the European Language Level classification ¹⁹). Upon CA request command of the local language spoken in the country of the venue or another language might have to be provided. Occasionally the CA might ask additional requirements, for instance for security reasons.
- **RAO:** Responsible Authorising Officer.
- **Specific Contract:** Document to be used by the CA to place an order. It can have either the form of an order form or a specific contract as attached to the draft FWC.
- **VIP:** Ministers with portfolios other than those mentioned under VVIP, Member of a parliament or other VIP in accordance with the Commission's protocol rules.
- **VVIP:** head of state or government, minister of foreign affairs, president of a European Institution, speaker/president of a national parliament, high religious leader, celebrity or other VVIP in accordance with the CA's Protocol rules.

¹⁹ https://europass.cedefop.europa.eu/resources/european-language-levels-cefr

• **Working day:** For the implementation of a specific contract, "working day" is any day other than Saturday and Sunday and any other legal CA holiday. The reference of the legal CA holiday is the one of the country where the tasks or services will be executed.

In all documents and annexes of this call for tender and of the future framework and related specific contracts, any reference to duration or deadline expressed in "day(s)" means "calendar day(s)".

CA on-duty days, such as Holy Thursday, Good Friday, the day following Ascension Day and the period from 27 to 31 December, shall be included in the normal working days.

1.7. Volume and value of the contract: how much do we plan to buy?

The financial model in Annex 6 provides an indicative estimate of volumes only for the comparison of the tenders. As these volumes are estimates only, there is no commitment as to the exact quantities to be ordered. The actual volumes will depend on the quantities, which the contracting authority will order through specific contracts. In any case, the *framework contracts ceiling*, i.e. the maximum amount to be spent under the framework contracts, shall not be exceeded.

The framework contract ceiling is indicated in Section II.2.6 of the contract notice.

Within three years following the signature of the framework contracts resulting from the current call for tenders, the contracting authority may use the negotiated procedure under point 11.1.e of Annex 1 to the Financial Regulation to procure new services from the contractors up to a maximum 50% of the initial *framework contract ceiling*. These services would consist in the repetition of similar services entrusted to the contractor and would be awarded in case of consumption of the initial ceiling goes faster than envisaged, due to unforeseen needs or in case of unforeseen dramatic increases in inflation rate. It would be awarded following a negotiated procedure which will duly state the conditions for its award. There will be no negotiation on the minimum requirements and criteria included in these Tender Specifications, which will remain the same.

1.8. Duration of the contract: how long do we plan to use the contract?

The framework contracts resulting from the award of this call for tenders will be concluded for at most 48 months. The details of the initial contract duration and possible renewals are set out in the draft contract.

1.9. Electronic exchange system: can exchanges under the contract be automated?

For all exchanges with the contractors during the implementation of the framework contracts as well as for future possible subsequent proceedings, including, but not limited to, for the purposes of EDES (European Union's Early Detection and Exclusion System), the contracting authority may use an electronic exchange system meeting the requirements of Article 148 of the Financial Regulation. At the request of the contracting authority, the use of such a system shall become mandatory for the contractors at no additional cost for the contracting authority. Details on specifications, access, terms and conditions of use will be provided in advance.

1.10. Security

When performing tasks for the contracting authority in execution of the contract, the contractor and

its personnel shall comply with the contracting authority's applicable security requirements.

For the Commission (and, when relevant - for the Executive Agencies), the applicable security requirements include:

- ✓ <u>Commission Decision (EU, Euratom) 2015/443</u> of 13 March 2015 on Security in the Commission, as well as all its subsequent versions.
- ✓ The documents available under the following link: https://ec.europa.eu/info/files/security-standards-information-systems_en

Any financial burden for complying with the security measures (e.g. security background checks, security clearance etc.) will be entirely at the expense of the contractor and not of the contracting authority.

The contracting authority reserves the right to require any person involved in the provision of the services under a given project to attend security briefings or training given by the contracting authority, and/or to sign a security statement.

In exceptional cases, when required for security reasons, the contracting authority may ask the contractor to provide security vetted personnel for the provision of certain services. A positive outcome of the national vetting process leads to the status "security clearance". This will be considered as a specific requirement for a specific project, without influencing the other conditions.

Should the contractor, during the performance of the tasks, which are the subject of the contract, need remote access to any communication and information system of Commission or data sets processed therein, one of the two following approaches should be observed:

1) Contractor's personnel is granted remote access to any communication and information system of the Commission or data sets processed therein, without being provided with Commission IT equipment. In this case the Contractor shall be requested to comply with security rules referred to in Article 6(5) of the Commission Decision (EU, Euratom) 2017/46 of 10 January 2017. This entails prior authorisation, which shall be granted on the basis of a formal request for network access service "Remote Access for Companies", and approval process, which takes on average 4-6 weeks. The outcome of the approval, i.e. the Interconnection Security Agreement, shall be valid for a specified duration linked to the contract and shall be obtained before the connection is activated. The formal request is initiated by the concerned Directorate-General or service of the Commission and based on the risk assessment with the focus on nature and sensitivity of the tasks to be performed remotely and the security needs of each accessed communication and information system.

During the authorisation process the contractor is asked to describe relevant organisational, physical, logical and network security measures in order to provide reasonable assurance that the risks are adequately and systematically covered at a level equivalent to the Commission Decision (EU, Euratom) 2017/46 of 10 January 2017, its implementing rules and corresponding security standards. The authorisation process may impose additional security requirements as a prerequisite for approval, in order to protect the Commission's communication and information systems and networks from the risks of unauthorised access or other security breaches. No remote access will be possible in this context without having in place an approved Interconnection Security Agreement (formerly called a security convention).

Contractors and service providers may be required to comply with the baseline security

- measures published by the Commission at Standards & Procedures (https://ec.europa.eu/info/files/security-standards-information-systems_en).
- 2) Contractor's personnel use Commission IT equipment (normally a laptop PC) and connects to the Commission's internal network via the remote access service for Commission staff. In this case, contractors are required to put in place minimum security measures in order to mitigate risks to the security of Commission information during the fulfilment of the contracted services. These measures focus mainly on the confidentiality and integrity of Commission equipment and information. The baseline security measures for contractors in the context of remote service delivery are available for consultation at the internet address: https://ec.europa.eu/info/files/security-standards-information-systems_en. These rules apply to service providers working on contractor's premises or in home offices, where permitted by the specific contract. This baseline does not cover service providers accessing non-Commission systems, such as contractors' development environments. When the contractor undertakes to follow these controls in the contract, access is permitted without an additional Interconnection Security Agreement (security convention).

2. GENERAL INFORMATION ON TENDERING

2.1. Legal basis: what are the rules?

This call for tenders is governed by the provisions of the Financial Regulation.

The contracting authority has chosen to award the contracts resulting from this call for tenders through an open procedure pursuant to Article 164(1)(a) of the Financial Regulation.

In this procedure any interested economic operator (any natural or legal person who offers to supply products, provide services or execute works) may submit a tender.

2.2. Entities subject to restrictive measures and rules on access to procurement: who may submit a tender?

Tenderers must ensure that no involved entities (see Section 2.4) nor any subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), are subject to <u>EU restrictive measures</u> adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)⁴, consisting of a prohibition to make available or transfer funds or economic resources or to provide financing or financial assistance to them directly or indirectly, or of an asset freeze. The prohibition applies throughout the whole performance of the contract.

Participation in this call for tenders is open on equal terms to all natural and legal persons coming within the scope of the Treaties, as well as to international organisations.

It is also open to all natural and legal persons established in a third country provided that it has a special agreement with the European Union in the field of public procurement on the conditions laid down in that agreement.

Following the Council Implementing Decision (EU) 2022/2506, as of 16th December 2022, no legal commitments can be signed with Hungarian public interest trusts established under Hungarian Act IX of 2021 or any entity they maintain. This applies to all contractual level commitments, including subcontractors.

The Agreement on Government Procurement⁵ concluded within the World Trade Organisation does not apply. Therefore, the participation to this call for tenders is not open to natural and legal persons established in the countries that have ratified this Agreement.

The rules on access to procurement do not apply to entities on whose capacity tenderers rely to fulfil the selection criteria nor to subcontractors. Subcontracting may not be used with the intent or effect to circumvent the rules on access to procurement.

Participation in this call for tenders is also open on equal terms to natural and legal persons established in a third country eligible for funding under the Horizon Europe Programme²⁰.

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⁴ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the EU Sanctions Map.

⁵ https://www.wto.org/english/tratop E/gproc e/gp gpa e.htm

https://eur-lex.europa.eu/legal-content/EN/TXT/PDF/?uri=CELEX:32021R0695&from=EN

To enable the contracting authority to verify the access, each tenderer must indicate its country of establishment (in case of a joint tender – the country of establishment of each group member) and must present the supporting evidence normally acceptable under the law of that country. The same document(s) could be used to prove country/-ies of establishment and the delegation(s) of the authorisation to sign, as described in Section 4.3.

2.3. Registration in the Participant Register: why register?

Any economic operator willing to participate in this call for tenders must be registered in the <u>Participant Register</u> - an online register of organisations and natural persons (participants) participating in calls for tenders or proposals of the European Commission and other EU institutions/bodies.

On registering each participant obtains a Participant Identification Code (PIC, 9-digit number), which acts as its unique identifier in the Participant Register. A participant needs to register only once – the information provided can be further updated or re-used by the participant in other calls for tenders or calls for proposals of the European Commission and other EU institutions/bodies.

Each participant needs to ensure that its SME status in the Participant Register is registered and kept up to date.

At any moment during the procurement procedure, the Research Executive Agency Validation Services (hereafter *the EU Validation Services*) may contact the participant and ask for supporting documents on legal existence and status and financial capacity. The requests will be made through the register's messaging system to the e-mail address of the participant's contact person indicated in the register. It is the responsibility of the participant to provide a valid e-mail address and to check it regularly. The documents that may be requested by *the EU Validation Services* are listed in the EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment.

Please note that a request for supporting documents by the *EU Validation Services* in no way implies that the tenderer has been successful.

2.4. Ways to submit a tender: how can economic operators organise themselves to submit a tender?

Economic operators can submit a tender, either as a sole economic operator (sole tenderer) or as a group of economic operators (joint tender)⁶. In either case subcontracting is permitted.

Tenders must be drawn and submitted in complete independence and autonomously from the other tenders. A declaration in this regard by each tenderer (in case of a joint tender, by the group leader) shall be requested (*Annex 2*).

A natural or legal person cannot participate at the same time and within the same procedure either as member of two or more groups of economic operators or as a sole tenderer and member of another group of economic operators. In such case, all tenders in which that person has participated, either as sole tenderer or as member of a group of economic operators, will be rejected.

⁶ Each economic operator participating in the joint tender is referred to as "group member".

Economic operators linked by a relationship of control or of association (e.g. belonging to the same economic/corporate group) are allowed to submit different and separate tenders, provided that each tenderer is able to demonstrate that its tender was drawn independently and autonomously.

A natural or legal person may act as subcontractor for several tenderers as long as the tenders are drawn and submitted in complete independence and autonomously from each other. However, cross subcontracting among tenderers is forbidden, more precisely an entity "A" may participate as tenderer (either as sole tenderer or as member of a group of economic operators) and as subcontractor to another tenderer "B" within the same procurement procedure. However, in this case it is forbidden that tenderer "B" (or any of its participating members in case of a group of economic operators) is at the same time subcontractor for tenderer "A" (or for the group of economic operators in which "A" participates) within the same procurement procedure. In this case, both tenders A and B shall be rejected.

In order to fulfil the selection criteria set out in Section 3.2 the tenderer can rely on the capacities of subcontractors (see Section 2.4.2) or other entities that are not subcontractors (see Section 2.4.3).

An "involved entity" is any economic operator involved in the tender. This includes the following four categories of economic operators:

- sole tenderer,
- group members (including group leader),
- identified subcontractors (see Section 2.4.2), and
- other entities (that are not subcontractors) on whose capacity the tenderer relies to fulfil the selection criteria.

The role of each entity involved in a tender must be clearly specified in the eSubmission application: i) sole tenderer, ii) group leader (in case of a joint tender), iii) group member (in case of a joint tender), or iv) subcontractor⁷.

For an entity on whose capacities the tenderer relies to fulfil the selection criteria (that is not a subcontractor), this role is defined in the commitment letter (*Annex 5.2*)

2.4.1. Joint tenders

A joint tender is a situation where a tender is submitted by a group (with or without legal form) of economic operators regardless of the link they have between them in the group. The group as a whole is considered a tenderer⁸.

All group members assume joint and several liability towards the contracting authority for the performance of the contract as a whole.

Group members must appoint from among themselves a group leader (the group leader) as a single point of contact authorised to act on their behalf in connection with the submission of the tender and all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature. All group members (including the group leader) must sign an Agreement/Power of attorney drawn up in the model attached in **Annex 3**.

Only identified subcontractors (see Section 2.4.2) must be specified in the eSubmission application.

⁸ References to *tenderer* or *tenderers* in this document shall be understood as covering both sole tenderers and groups of economic operators submitting a joint tender.

The joint tender must clearly indicate the role and tasks of each group member, including those of the group leader who will act as the contracting authority's contact point for the contract's administrative or financial aspects and operational management. The group leader will have full authority to bind the group and each of its members during contract execution.

If the joint tender is successful, the contracting authority shall sign the contract with the group leader, authorised by the other members to sign the contract also on their behalf via the Agreement/Power of attorney drawn up in the model attached in **Annex 3**.

Changes in the composition of the group during the procurement procedure (after the deadline for submission of tenders and before contract signature) shall lead to rejection of the tender, with the exception of the following case:

- case of a merger or takeover of a group member (universal succession), provided that the following cumulative conditions are fulfilled:
 - the new entity is not subject to restrictive measures, has access to procurement (see Section 2.2) and is not in an exclusion situation (see Section 3.1),
 - all the tasks assigned to the former entity are taken over by the new entity member of the group,
 - the group meets the selection criteria (see Section 3.2),
 - the change must not make the tender non-compliant with the procurement documents,
 - the terms of the originally submitted tender are not altered substantially and the evaluation of award criteria of the originally submitted tender are not modified,
 - the new entity undertakes to replace the former entity for the implementation of the contract, in case of an award.

2.4.2. Subcontracting

Subcontracting is the situation where the contractor enters into legal commitments with other economic operators, which will perform part of the contract on its behalf. The contractor retains full liability towards the contracting authority for performance of the contract as a whole.

The following shall not be considered subcontracting:

- a) Use of workers posted to the contractor by another company owned by the same group and established in a Member State ("intra-group posting" as defined by Article 1, 3, (b) of <u>Directive 96/71/EC concerning the posting of workers in the framework of the provision of services</u>).
- b) Use of workers hired out to the contractor by a temporary employment undertaking or placement agency established in a Member State ("hiring out of workers" as defined by Article 1, 3, (c) of <u>Directive 96/71/EC concerning the posting of workers in the framework of the provision of services</u>).
- c) Use of workers temporarily transferred to the contractor from an undertaking established outside the territory of a Member State and that belongs to the same group ("intra-corporate transfer" as defined by Article 3, (b) of <u>Directive 2014/66/EU on the conditions of entry and residence of third-country nationals in the framework of an intra-corporate transfer).</u>
- d) Use of staff without employment contract ("self-employed persons working for the contractor"), without the tasks of the self-employed persons being particular well-defined parts of the contract.
- e) Use of suppliers and/or transporters by the contractor, in order to perform the contract at the place of performance, unless the economic activities of the suppliers and/or the transporting

- services are within the subject of this call for tenders (see Section 1.4).
- f) Performance of part of the contract by members of an EEIG (European Economic Interest Grouping), when the EEIG is itself a contractor or a group member.

The persons mentioned in points a), b), c) and d) above will be considered as "personnel" of the contractor as defined in the contract.

All contractual tasks may be subcontracted unless the procurement documents expressly reserve the execution of certain critical tasks to the sole tenderer itself, or in case of a joint tender, to a group member.

By filling in the form available in *Annex 4* (List of identified subcontractors), tenderers are required to give an indication of the proportion of the contract that they intend to subcontract, as well as to identify and describe briefly the envisaged contractual roles/tasks of subcontractors meeting any of these conditions (hereafter referred to as *identified subcontractors*):

- subcontractors on whose capacities the tenderer relies upon to fulfil the selection criteria as described under Section 3.2;
- subcontractors whose intended individual share of the contract, known at the time of submission, is above 5%.

Any such subcontractor must provide the tenderer with a commitment letter drawn up in the model attached in *Annex 5.1* and signed by its authorised representative.

Each tenderer shall identify such subcontractors and provide the commitment letters with its tender. The information must be true and correct at the time of submitting the tender. Any changes or additions regarding the envisaged subcontractors after the deadline for submission of tenders must be justified to the contracting authority.

The above rules apply also where the economic operators, which will perform part of the contract on behalf of a successful tenderer, belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

Changes concerning subcontractors identified in the tender (withdrawal/replacement of a subcontractor, additional subcontracting) during the procurement procedure (after the deadline for submission of tenders and before contract signature) require the prior written approval of the contracting authority subject to the following verifications:

- any new subcontractor is not subject to restrictive measures, has access to procurement if the rules on access to procurement apply also to subcontractors (see Section 2.2) and is not in an exclusion situation (see Section 3.1),
- the tenderer still fulfils the selection criteria and the new subcontractor fulfils the selection criteria applicable to it individually, if any;
- the terms of the originally submitted tender are not altered substantially, i.e. all the tasks assigned to the former subcontractor are taken over by another involved entity, the change does not make the tender non-compliant with the tender specifications, and the evaluation of award criteria of the originally submitted tender is not modified.

Subcontracting to subcontractors identified in a tender that was accepted by the contracting authority and resulted in a signed contract, is considered authorised.

Subcontracting in the specific contracts

The reply for the specific request must include the proportion of the contract that the tenderer intends to subcontract.

For all new subcontractors whose share of the specific contract is above 20% and above €15,000, the contractor will be requested to provide with their reply declarations on honour and the letter of intent, to verify the non-exclusion and the selection criteria. If deemed necessary and based on the risk assessment by the CA, the subcontractors may also be requested to provide supporting evidence.

2.4.3. Entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

In order to fulfil the selection criteria a tenderer may also rely on the capacities of other entities (that are not subcontractors), regardless of the legal nature of the links it has with them. It must in that case prove that it will have at its disposal the resources necessary for the performance of the contract by producing a commitment letter in the model attached in *Annex 5.2*, signed by the authorised representative of such an entity, and the supporting evidence that those other entities have the respective resources⁹.

The above rules apply also where the economic operators on whose capacities the tenderer relies to fulfil the selection criteria (that are not subcontractors) belong to the same economic/corporate group as the sole tenderer or a member of the group submitting the joint tender.

2.4.4. Rules common to subcontractors and entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria

If a successful tenderer intends to rely on another entity to meet the minimum levels of economic and financial capacity, the contracting authority may require the entity to sign the contract or, alternatively, to provide a joint and several first-call financial guarantee for the performance of the contract.

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required, i.e. the latter will either assume the role of subcontractors or will fall within the exceptions listed in Section 2.4.2 and will then assume the role of entities (not subcontractors) on whose capacities the tenderer relies to fulfil the selection criteria.

Relying on the capacities of other entities is only necessary when the capacity of the tenderer is not sufficient to fulfil the required minimum levels of capacity. Abstract commitments that other entities will put resources at the disposal of the tenderer will be disregarded.

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⁹ This does not apply to subcontractors on whose capacity the tenderer relies to fulfil the selection criteria – for these the documentation required for subcontractors must be provided.

3. EVALUATION AND AWARD

The evaluation of the tenders that comply with the submission conditions will consist of the following elements:

- Check if the tenderer is not subject to restrictive measures and has access to procurement (see Section 2.2);
- Verification of administrative compliance (if the tender is drawn up in one of the official EU languages and the required documents signed by duly authorised representative(s) of the tenderer):
- Verification of non-exclusion of tenderers on the basis of the exclusion criteria;
- Selection of tenderers on the basis of selection criteria:
- Verification of compliance with the minimum requirements specified in the procurement documents:
- Evaluation of tenders on the basis of the award criteria.

The contracting authority will evaluate the above mentioned elements in the order that it considers to be the most appropriate.

If the evaluation of one or more elements demonstrates that there are grounds for rejection, the tender will be rejected and will not be subjected to further full evaluation. The unsuccessful tenderers will be informed of the ground for rejection without being given feedback on the non-assessed content of their tenders. Only the tenderers for whom the verification of all elements did not reveal grounds for rejection can be awarded the contracts resulting from this call for tenders.

The evaluation will be based on the information and evidence contained in the tenders and, if applicable, on additional information and evidence provided at the request of the contracting authority during the procedure. If any of the declarations or information provided proves to be false, the contracting authority may impose administrative sanctions (exclusion or financial penalties) on the entity providing the false declarations/information.

For the purposes of the evaluation related to exclusion and selection criteria the contracting authority may also refer to publicly available information, in particular evidence that it can access on a national database free of charge.

3.1. Exclusion criteria

The objective of the exclusion criteria is to assess whether the tenderer is in any of the exclusion situations listed in Article 136(1) of the Financial Regulation.

Tenderers found to be in an exclusion situation will be rejected.

As evidence of non-exclusion, each tenderer¹⁰ needs to submit with its tender a Declaration on Honour¹¹ in the model available in Annex 2.¹² The declaration must be signed by an authorised

¹⁰ See Annex 1 which of the involved entities participating in a tender need to provide the Declaration on Honour.

¹¹ The European Single Procurement Document (ESPD) may not be used yet in calls for tenders of the European Commission.

¹² Unless the same declaration has already been submitted for the purposes of another award procedure of the European Commission, the situation has not changed, and the time elapsed since the issuing date of the declaration does not

representative of the entity providing the declaration. Where the declaration has been signed by hand, the original does not need to be submitted to the contracting authority, but the latter reserves the right to request it from the tenderer at any time during the record-keeping period specified in Section 4.3.

The initial verification of non-exclusion of tenderers will be done on the basis of the submitted declarations and consultation of the European Union's Early Detection and Exclusion System.

At any time during the procurement procedure¹⁴, the contracting authority may request the documents mentioned in the Declaration on Honour as supporting evidence on non-exclusion (the documentary evidence). It may also request information on natural or legal persons that are members of the administrative, management or supervisory body or that have powers of representation, decision or control, including legal and natural persons within the ownership and control structure and beneficial owners, and appropriate evidence that none of those persons are in one of the exclusion situations referred to in Section A point (1) (c) to (f) of the Declaration on Honour.

All tenderers are **invited to prepare in advance the documentary evidence**, since they may be requested to provide such evidence within a short deadline. In any event, the tenderers proposed by the evaluation committee for the award of the contracts will be requested to provide such evidence.

If the tenderer does not provide valid documentary evidence within the deadlines set by the contracting authority, the latter reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless the tenderer can justify the failure on the grounds of material impossibility to provide such evidence.

Annex 1 specifies which of the involved entities participating in a tender need to provide the Declaration on Honour and, when requested by the contracting authority, the supporting evidence.

Please note that a request for evidence in no way implies that the tenderer has been successful.

3.2. Selection criteria

The objective of the selection criteria is to assess whether the tenderer has the legal, regulatory, economic, financial, technical and professional capacity to perform the contract.

The selection criteria for this call for tenders, including the minimum levels of capacity, the basis for assessment and the evidence required, are specified in the following subsections.

Tenders submitted by tenderers not meeting the minimum levels of capacity will be rejected.

exceed one year.

¹⁴ The obligation to provide the supporting evidence will be waived in the following situations:

⁻ if the same documents have already been provided in a previous award procedure of the European Commission, have been issued no more than one year before the date of their request by the contracting authority and are still valid at that date;

⁻ if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document;

⁻ if there is a material impossibility to provide such evidence.

When submitting its tender each tenderer shall declare on honour that it fulfils the selection criteria for this call for tenders. The model Declaration on Honour available in *Annex 2* shall be used.

The initial assessment of whether a tenderer fulfils the selection criteria will be done on the basis of the submitted declaration(s).

The subsections below specify which selection criteria evidence must be provided with the tender or may be requested later, at any time during the procurement procedure, within a deadline given by the contracting authority¹⁵.

The evidence must be provided in accordance with the applicable basis for assessment of each criterion: in case of a consolidated assessment – only by the involved entities who contribute to the fulfilment of the criterion, and in case of individual assessment – by each entity to whom the criterion applies individually.

In case not all selection criteria evidence is requested with the tender, all tenderers are **invited to prepare in advance the documentary evidence**, since they may be requested to provide such evidence within a short deadline. In any event, the tenderers proposed by the evaluation committee for the award of the contracts will be requested to provide such evidence.

If the tenderer does not provide valid documentary evidence within the deadlines set by the contracting authority, the contracting authority reserves the right to reject the tender. In any event, in case a tenderer proposed for the award of the contract fails to comply with the above evidence requirement, its tender will be rejected, unless there is a ground for a waiver.

Please note that a request for evidence in no way implies that the tenderer has been successful.

3.2.1. Legal and regulatory capacity

Tenderers can be natural or legal persons. Tenderers are not obliged to take a specific legal form in order to submit their tenders.

Where tenderers submit a tender through an entity, which lacks legal personality (e.g., a branch), the compliance with the exclusion criteria, selection criteria, the rules on access to procurement as well as the absence of restrictive measures shall be assessed at the level of the tenderers.

Tenderers do not need to prove specific legal and regulatory capacity to perform the contract.

In addition, involved entities (see Section 2.4) and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), must not be subject to <u>EU restrictive measures</u> adopted under Article 29 of the Treaty on the European Union (TEU) or Article 215 of the Treaty on the Functioning of the EU (TFEU)¹⁶ that constitute a legal impediment to perform the contract. This requirement will be assessed by reference to the EU restrictive measures in force. Therefore, the tenderer is not required to submit any evidence of not being subject to EU restrictive

if the same documents have already been provided in a previous award procedure of the European Commission and are still up-to-date;

- if such evidence can be accessed by the contracting authority on a national database free of charge, in which case the economic operator shall provide the contracting authority with the internet address of the database and, if needed, the necessary identification data to retrieve the document.

¹⁵ The obligation to provide the supporting evidence will be waived in the following situations:

¹⁶ Please note that the EU Official Journal contains the official list and, in case of conflict, its content prevails over that of the EU Sanctions Map.

measures.

3.2.2. Economic and financial capacity

Tenderers must comply with the following selection criteria in order to prove that they have the necessary economic and financial capacity to perform the contract.

Criterion F1						
Minimum level of capacity	Average yearly turnover of the last two financial years above EUR 42 000 000.					
Basis for assessment	This criterion applies to the tenderer as a whole, i.e. a consolidated assessment of the combined capacities of all involved entities will be carried out.					
Evidence	Copy of the profit and loss accounts and balance sheets for the last two years for which accounts have been closed from each concerned involved entity, or, failing that, appropriate statements from banks. The most recent year must have been closed within the last 18 months.					

The evidence of economic and financial capacity does not need to be provided with the tender but may be requested by the contracting authority *or the EU Validation Services* at any time during the procedure.

3.2.3. Technical and professional capacity

With regard to technical and professional selection criteria, a tenderer may only rely on the capacities of other entities where the latter will perform the works or services for which these capacities are required. The entity on whose capacity the tenderer relies will either assume the role of a subcontractor or fall within the exceptions listed in Section 2.4.2.

Tenderers must comply with the following selection criteria in order to prove that they have the necessary technical and professional capacity to perform the contract:

Criteria relating to tenderers

	Criterion T1							
The tendere	The tenderer must prove experience in the field of organisation of events.							
Minimum level of capacity	At least 5 years of experience in the field of organisation of events. At least the following number of similar (in scope and complexity) projects completed in the last five years preceding the tender submission deadline, with a minimum value of at least one of them € 1 000 000.							
	a.) Organisation of 5 physical events, 5 virtual and 5 hybrid, with more than 500							

participants; b.) Organisation of 50 events, up to 100 participants; c.) Organisation of at least 10 event(s) involving the organisation of multiple side activities as described in section 1.4 such as exhibitions, conferences/seminars, catering services (cocktails, standing lunches and seated dinners) etc. The combined experience above must cover organisation of various types, sizes and levels of catering events (e.g. coffee breaks, business lunches/dinners, high-level receptions), organising technical services and equipment for conferences/seminars/meetings, managing registration of participants including the online format, ability of creating and managing registration system or dedicated conference webpages and a number of other tasks as described in the tender specifications. This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of assessment combined capacities of all involved entities will be carried out. For the purpose of verifying this criterion, tenderers are requested to enclose an official document establishing that the company has been active in this field for at least 5 years before the final date for submission. A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role and amount invoiced by the involved entity(ies). In case of projects still ongoing only the portion

Basis for

Evidence

The reference projects must have involved the following components: event programming and design, health and safety and project management, including procurement of all logistical and operational services.

completed during the reference period will be taken into consideration.

As supporting documents for each project reference the Contracting authority may request statements issued by the clients and take contact with them.

Criterion T2 The tenderer must prove experience in the field of developing management methodologies from concept development, to implementation, monitoring and evaluation of the requested services of this tender. Minimum The tenderer must provide references for 10 projects delivered in these fields in at level of least 5 different countries three outside the country where the contractor is established and two outside Europe, each on a different continent. capacity All 10 projects should correspond to the events described under the tender specifications. At least 10 projects completed in the last three years preceding the tender submission deadline with a minimum value for each of them € 100.000. **Basis for** This criterion applies to the tenderer as a whole, i.e. the consolidated assessment of assessment combined capacities of all *involved entities* will be carried out. **Evidence** A list of projects meeting the minimum level of capacity. The list shall include details of their start and end date, total project amount and scope, role, amount invoiced by the involved entity(ies) and evidence showing the capacities required. In case of projects still ongoing only the portion completed during the reference period will be taken into consideration. As supporting documents for each project reference the Contracting authority may request statements issued by the clients and take

contact with them.

The same services/projects may be used as proof for both criteria above.

Criteria relating to the team delivering the service

The core team delivering the service must include, as a minimum, the profiles described below.

Evidence will consist in CVs of the team responsible to deliver the service. Each CV should indicate the intended function in the delivery of the service. All members of the team should have at least C1 level in English, according to the Common European Framework for Reference for Languages²¹. Template for the CV can be found on Cedefop website.

All profiles allow university degrees to be replaced by minimum 4 years relevant professional experience. The 4 years professional experience replacing a university degree do not count towards the other periods of professional experience required.

All periods of professional experience required are to be understood as minimum periods at the time limit for submission of tenders.

Profiles

<u>Project director</u> with at least the following qualifications:

- A university degree;
- At least 8 years of experience in managing all aspects of event organisation, including events in at least three or more EU countries and at least one in another continent than Europe;
- At least 5 years of experience ²² in overseeing project delivery, quality control of delivered services, client orientation, conflict resolution and managing a team in projects.

Project coordinator with at least the following qualifications:

- A university degree;
- 5 years of experience in managing all aspects of event organisation. This should include the coordination of events in at least 3 different countries, involving the coordination of different stakeholders (participants, speakers, subcontractors) from various countries.

<u>Project assistant</u> with at least the following qualifications:

• 3 years of experience in the field of event organisation / event management.

²¹ See https://europass.cedefop.europa.eu/sites/default/files/cefr-en.pdf

²² The five years experience may fully or partly overlap with the eight years of experience in the field of event organisation.

<u>Communication expert</u> with at least the following qualifications:

- A university degree;
- 3 years of experience in designing events, with a focus on inter-activeness and innovative event formats.

Secretary

• 3 years of experience in the domain.

Online resources specialists: All profiles mentioned in the relevant pricelist section; Online resources (UX/UI specialist, Cybersecurity expert, Content manager, Web editor, Webmaster, Web designer, Web architect, Web developer) shall have at least the following qualifications:

- A university degree;
- 3 years of experience in the domain.

<u>Communication and media specialists:</u> All profiles mentioned in the relevant pricelist section (Copywriter, Journalist, Social Media expert, Community manager, Graphic designer, Video editor, Photographer, Press officer, Artist, Host) shall have at least the following qualifications:

- A university degree;
- 3 years of experience in the relevant domain;
- A documented portfolio of previous work (examples from previous events in written or AV format).

<u>Logistics</u> and <u>technical profiles</u>: All profiles mentioned in the relevant pricelist section logistics and technical profiles shall have at least the following qualifications:

- A degree or certification allowing them to perform the task or proven clearance if applicable (e.g. security agents).
- 1 year of proven experience in the domain.

*Technical supervisors and technicians (in sections 1.25 and 1.26 of the price schedule) refer to the domains of IT, Electronics, Constructions, Electric engineers, Telecoms and/or other domain involved in event organisation.

- The evidence of technical and professional capacity does not need to be provided with the tender but may be requested by the *Contracting authority* at any time during the procedure.
- Involved entities (see Section 2.4) and all subcontractors, including those which do not need to be identified in the tender (see Section 2.4.2), must not be subject to professional conflicting interests which may negatively affect the contract performance. Where the contracting authority has established such conflicting interests, it may conclude that the tenderer or an involved entity does

not possess the required professional capacity to perform the contract to an appropriate quality standard.

The presence of conflicting interests shall be examined during the evaluation phase based on the statements made through the Declarations on Honour and, where applicable, the commitment letters (*Annex 5.1 and Annex 5.2*).

When evaluating the tenders submitted in the present procedure for the award of framework contract, the contracting authority may consider the risk of professional conflicting interests with reference to the nature and subject of the specific contracts under the framework contract.

Further details and obligations concerning professional conflicting interests are set out in the draft contract.

3.3. Compliance with the conditions for participation and minimum requirements specified in the procurement documents

By submitting a tender a tenderer commits to perform the contract in full compliance with the terms and conditions of the procurement documents for this call for tenders. Particular attention is drawn to the minimum requirements specified in Section 1.4 of these specifications and to the fact that tenders must comply with applicable data protection, environmental, social and labour law obligations established by Union law, national legislation, collective agreements or the international environmental, social and labour conventions listed in Annex X to Directive 2014/24/EU.

The minimum requirements shall be observed throughout the entire duration of the contract. Compliance with these requirements is mandatory and cannot be subject to any assumptions, limitations, conditions, or reservations on the part of a tenderer.

Tenderers must declare when submitting their tenders in eSubmission whether their tenders comply with the minimum requirements specified in the procurement documents.

Tenders that are not compliant with the applicable minimum requirements shall be rejected.

3.4. Award criteria

The objective of the award criteria is to evaluate the tenders with a view to choosing the most economically advantageous tender.

Tenders will be evaluated on the basis of the following award criteria and their weighting:

1. Price - 30%

The price considered for evaluation will be the total price of the tender, covering all the requirements set out in the tender specifications, based on the indicative estimate of volumes as explained under point 1.7 of this tender specification.

2. Quality - 70%

The quality of the tender will be evaluated based on the following criteria. The maximum total quality score is 100 points. For each of the technical award criteria, tenders must obtain a minimum of 50% of the maximum points.

Tenders which score less than a total of 60 points will <u>not</u> be taken into account for further evaluation.

The award criteria will be assessed on the basis of the methodologies and approaches suggested for the implementation of the services covered by this tender specification (criteria 1 and 2) and on the assessment of the quality of the technical offer submitted for the case studies (criteria 3 and 4).

Tenderers should describe their approach in concise, practical, concrete terms and taking into account that the reader should be able to understand the advantages of the respective offer.

The quality of the tender will be evaluated based on the following criteria:

Criterion number	Quality award criterion	Maximum number of points per criterion	Minimum number of points per criterion
1.	Quality of services delivery	30	15
	Effectiveness of the proposed solutions specifically adapted to the services described in section 1.4 of this Tender Specifications and the measures deployed to assure the quality, added value, sustainability, innovativeness, feasibility and efficiency of the proposed solutions. The tenderer must address the following elements:		
	a) Methods and approach in collecting the necessary information, analysing and understanding the requirements and propose optimal solutions against the service needs.		
	b) Effectiveness of the proposed methodology, communication techniques, tools and methods for mobilizing and deploying sufficient resources to provide the services described in section 1.4 of this Tender Specifications.		
	c) Effectiveness of the proposed methodology for establishing a quality control system. This methodology includes the tools available for qualitative and quantitative monitoring of the design, implementation, monitoring and reporting phases on the services provided.		
	d) Effectiveness of the proposed methodology for risk assessment of the proposed solutions, including response to unforeseen/problematic situations in the course of provision of services.		

	e) Effectiveness of the proposed measures to minimise the environmental impact, aiming e.g. at paperless service provision, and general environmental measures as well as specific proposals of additional efforts.		
2.	Quality of the project management proposed and the organisation of the work based on the principles of sound financial management The tenderer has to address the following elements: a) Relevance and appropriateness of the proposed methodology for project management, including the internal workflows and the working relationship with the Contracting authority. b) Measures for high performance throughout the contract period as well as the method of ensuring service continuity and simultaneous execution of several requests. c) Proposed distribution of roles within the team(s) for the provision of high-quality services. d) Effectiveness of the proposed methodology for obtaining services at the best price possible/process to guarantee sound financial management for the supplier selection.	30	15
3.	 a) Quality of advice on event concept: relevance of the proposed solution (choice of venue, functionality and efficiency of exhibition, matching the experience levels in a hybrid format with online and physical participation, speakers' and participants' management, identified/invited target audience). This criterion will also assess the quality of methods proposed for measuring the outputs of the event. b) Quality of the proposed structuring of work and quality control. This criterion will assess: The efficiency of methods proposed to ensure coordination between all actors; this includes ensuring a continuous flow of information between all partners. The adequacy of the assignment of roles of team-members and the allocation of resources. The quality of the risk management and of mitigation measures. The efficiency of methods proposed for assessing quality and cost effectiveness of services provided. This includes the application of methods for 	30	15

	feedback and recommendations.		
	c) Quality, security and efficiency of the proposed and developed Communication tools, IT and web solutions: effectiveness of hybrid management (online, physical) of participants allowing them to seamlessly and flawlessly interact and engage during the event.		
	 d) Quality of the communication services and graphic design. This criterion will assess: The quality of the communication services proposed and relevance for the target audience. The efficiency of methods for obtaining relevant input from CA. The quality of visual design related to branding, visual identity and graphic design elements. 		
	e) Originality and effectiveness of the proposed solutions for high communication impact: originality will be assessed on the editorial solutions proposed, in particular it will be measured in terms of messages, their adaptation to the targeted audiences, announcement, promotion of the event, the tools for dissemination, media used (i.e. are the chosen communication channels effective and appropriate? etc)		
4.	Case study 2 a) Quality of advice on event concept: relevance of the proposed solution (choice of venue, catering ideas for different types of participants, Media mapping/targeting, Media query handling and effectiveness of the communication plan/services, monitoring and reporting on pre and post event Media coverage etc). This criterion will also assess the quality of methods proposed for measuring the outputs of the event.	10	5
	b) Quality of the proposed Communication tools, IT and web solutions: effectiveness of hybrid management (online, physical) of participants allowing them to seamlessly and flawlessly interact and engage during the event.		
	c) Quality of the participant management services: Effectiveness of the VIP protocol and methods of assessment and management of Media participation based on profiling.		

3.5. Award (ranking of tenders)

Tenders shall be ranked according to the best price-quality ratio in accordance with the formula below.

A weight of 70/30 is given to quality and price.

The formula to award the contract is:

Ranking score for tender $X = (Q_1 + Q_2 + Q_3 + Q_4) * 0.70 + P_C/P_X * 100 * 0.30$

Whereas:

- $Q_1 = Score for "Quality criterion No. 1" for tender X;$
- $Q_2 = Score for "Quality criterion No. 2" for tender X;$
- $Q_3 = Score for "Quality criterion No. 3" for tender X;$
- $Q_4 = Score for "Quality criterion No. 4" for tender X;$
- P_C = Cheapest price among the tenders passing the overall quality passmark;
- $P_X = Price \ of \ tender \ X$.

Should the outcome of the formula lead to two or more tenders with the same result, the tenderer who has been awarded the highest marks for quality will be deemed to be the most economically advantageous tender. This approach will continue to be applied to each of the award criteria in the descending order listed in below until a most economically advantageous tender can be determined: criterion 1, criterion 2, criterion 3 and criterion 4.

The multiple framework contracts in cascade shall be awarded to the first 3 ranked tenderers, which comply with the minimum requirements specified in the procurement documents and are submitted by tenderers not subject to restrictive measures, having access to procurement, not in an exclusion situation and fulfilling the selection criteria. The ranking will determine the sequence in which the contractors will be offered specific contracts during the implementation of the framework contracts.

If there is only one ranked tenderer, the contracting authority may decide to cancel the procurement procedure or sign a single framework contract instead.

Detection of abnormally low tenders

Tenderers must be aware of Point 23 of Annex I to the Financial Regulation on abnormally low tenders and of the possibility for rejection of the tender based on it.

4. FORM AND CONTENT OF THE TENDER

4.1. Form of the tender: how to submit the tender?

Tenders are to be submitted via the eSubmission application according to the instructions laid down in the Invitation letter and the eSubmission Quick Guide available at the link below:

https://wikis.ec.europa.eu/display/FTPortal/Open+procedures_EN

Make sure you prepare and submit your tender in eSubmission early enough to ensure it is received within the deadline for receipt indicated under Section IV.2.2 of the contract notice and/or on TED eTendering.

4.2. Content of the tender: what documents to submit with the tender?

The documents to be submitted with the tender in eSubmission are listed in *Annex 1*.

The following requirements apply to the technical and financial tender to be uploaded in eSubmission:

• Technical tender

The technical tender must provide all the information needed to assess the compliance with Section 1.4 of these specifications and the award criteria. Tenders deviating from the minimum requirements or not covering all the requirements may be rejected on the basis of non-compliance and not evaluated further.

The financial offer for each case study shall be submitted only as part of the technical tender. The breakdown of costs must be based on the unit prices proposed in the financial offer using Annex 6 of the Tender Specifications. These case studies are drawn up exclusively for the purpose of the quality evaluation of award criteria 3 and 4.

Tenderers are free to choose where the personal data will be processed or stored as long as they comply with the contractual obligations on data processing (Articles I.9.2 and II.9) and, in particular, with the requirements for transfer of personal data to third countries and international organisations laid down in Chapter V of Regulation (EU) 2018/1725²³.

• Financial tender.

A complete financial tender needs to be submitted. For this purpose, the Financial Model in **Annex 6** shall be used.

²³ Regulation (EU) 2018/1725 of 23 October 2018 on the protection of natural persons with regard to the processing of personal data by the Union institutions, bodies, offices and agencies and on the free movement of such data, and repealing Regulation (EC) No 45/2001 and Decision No 1247/2002/EC, OJ L 295/39, 21.11.2018

The price that will be considered for the application of the formulae for award (see section 3.5) is the total price of the tender, covering all the requirements set out in the tender specifications, based on the estimated volumes of services for comparison of the tenders. The total in cell F340 of Annex 6.

The financial tender shall be:

- expressed in euros. Tenderers from countries outside the euro zone have to quote their prices in euro. The price quoted may not be revised in line with exchange rate movements. It is for the tenderer to bear the risks or the benefits deriving from any variation.
- quoted free of all duties, taxes and other charges, i.e. also free of VAT.

Price list in Annex 6

The unit prices in the price list (Annex 6), which must be filled in by the tenderer, is the contractual basis for the pricing for the specific contracts once the FWC is concluded. In this regard, it will be an integral part of the framework contract.

Any incomplete price list will lead to the exclusion from the evaluation procedure. Tenderers are therefore encouraged to complete this price list with the utmost care.

The quoted prices for staff costs shall be the maximum prices per person-day. One working day corresponds to 8 hours. Should the contract implementation imply staff costs of less than one day they shall be invoiced pro-rata.

Tenderers must leave the presentation of the price list unchanged. If the table is reproduced all the fields from the original table must be included in the reproduction. Omissions or changes to the original table may lead to elimination of the tender from evaluation.

The financial offer must be dated and signed by the duly authorised representative of the tenderer.

Clerical mistakes (calculation mistakes in the price list, if any) might be corrected by the authorising officer subject to the confirmation of the intended correction by the tenderer.

The European Union Institutions are exempt from such charges in the EU under Articles 3 and 4 of the Protocol on the Privileges and Immunities of the European Union of 8 April 1965 annexed to the Treaty on the Functioning of the European Union. Exemption is granted to the Commission by the governments of the Member States, either through refunds upon presentation of documentary evidence or by direct exemption.

In case of doubt about the applicable VAT system, it is the tenderer's responsibility to contact its national authorities to clarify the way in which the European Union is exempt from VAT.

4.3. Signature policy: how can documents be signed?

Where a document needs to be signed, the signature must be either hand-written or, preferably, a

qualified electronic signature (QES) as defined in <u>Regulation (EU) No 910/2014 on electronic identification and trust services for electronic transactions in the internal market (the eIDAS Regulation)</u>.

Tenderers are strongly encouraged to sign with a QES¹⁸ all documents requiring a signature and only exceptionally to sign such documents by hand as hand-written signatures lead to an additional administrative burden for both the tenderer and the contracting authority. The originals of any hand-signed documents (other than the contract) do not need to be submitted to the contracting authority but the tenderer must keep them for a period of five years starting from the notification of the outcome of the procedure or, where the tenderer has been awarded a contract resulting from this call for tenders and the contract has been signed, the payment of the balance.

All documents must be signed by the signatories (when they are individuals) or by their duly authorised representatives.

For the following documents, when signed by representatives, tenderers must provide evidence for the delegation of the authorisation to sign:

- The Declaration on Honour of the tenderer (in case of a joint tender the Declarations on Honour of all group members);
- (in the case of a joint tender) the Agreement/Power(s) of attorney drawn up using the model attached in *Annex 3*).

The delegation of the authorisation to sign on behalf of the signatories (including, in the case of proxy(-ies), the chain of authorisations) must be evidenced by appropriate written evidence (copy of the notice of appointment of the persons authorised to represent the legal entity in signing contracts (together or alone), or a copy of the publication of such appointment if the legislation which applies to signatory requires such publication or a power of attorney). A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

4.4. Confidentiality of tenders: what information and under what conditions can be disclosed?

Once the contracting authority has opened a tender, it becomes its property and shall be treated confidentially, subject to the following:

- For the purposes of evaluating the tender and, if applicable, implementing the contract, performing audits, benchmarking, etc., the contracting authority is entitled to make available (any part of) the tender to its staff and the staff of other Union institutions, bodies and agencies, as well to other persons and entities working for the contracting authority or cooperating with it, including contractors or subcontractors and their staff, provided that they are bound by an obligation of confidentiality.
- After the signature of the award decision, tenderers, whose tenders were received in accordance with the submission modalities, who are not subject to restrictive measures, have access to procurement, who are not found to be in an exclusion situation referred to in Article 136(1) of the FR, who are not rejected under Article 141 of the FR, whose tenders are not

¹⁸ See here how to apply a QES on a document exchanged with a European institution, body or agency.

found to be incompliant with the procurement documents, and who make a request in writing, will be notified of the name of the successful tenderer to whom the contract is awarded, the characteristics and relative advantages of the successful tender and its total financial tender amount. The contracting authority may decide to withhold certain information that it assesses as being confidential, in particular where its release would prejudice the legitimate commercial interests of economic operators or might distort fair competition between them. Such information may include, without being limited to, confidential aspects of tenders such as unit prices included in the financial tender, technical or trade secrets¹⁹.

• The contracting authority may disclose the submitted tender in the context of a request for public access to documents, or in other cases where the applicable law requires its disclosure. Unless there is an overriding public interest in disclosure²⁰, the contracting authority may refuse to provide full access to the submitted tender, redacting the parts (if any) that contain confidential information, the disclosure of which would undermine the protection of commercial interests of the tenderer, including intellectual property.

The contracting authority will disregard general statements that the whole tender or substantial parts of it contain confidential information. Tenderers need to mark clearly the information they consider confidential and explain why it may not be disclosed. The contracting authority reserves the right to make its own assessment of the confidential nature of any information contained in the tender.

¹⁹ For the definition of trade secrets please see Article 2 (1) of <u>Directive (EU) 2016/943</u> on the protection of undisclosed know-how and business information (trade secrets) against their unlawful acquisition, use and disclosure.

²⁰ See Article 4 (2) of the <u>Regulation (EC) No 1049/2001 regarding public access to European Parliament, Council and Commission documents</u>.

APPENDIX: LIST OF REFERENCES

Award criteria	See Section 3.4
Contracting authority	See Section 1.1
Entities on whose capacities the tenderer relies to fulfil the selection criteria	See Section 2.4.3
EU Validation services	See Section 2.3 EU Grants and Tenders Rules on Legal Entity Validation, LEAR appointment and Financial Capacity assessment
Exclusion criteria	See Section 3.1
Financial Regulation	Regulation (EU, Euratom) 2018/1046 of the European Parliament and of the Council of 18 July 2018 on the financial rules applicable to the general budget of the Union
Framework contract	See Section 1.6
Framework contract ceiling	See Section 1.6
Group leader	See Section 2.4.1
Group member	See Section 2.4.1
Identified subcontractors	See Section 2.4.2
Involved entities	See Section 2.4
Joint tender	See Section 2.4.1
Participating entities	See Section 1.1
Participant Register	See Section 2.3 https://ec.europa.eu/info/funding-tenders/opportunities/portal/screen/how-to-participate/participant-register
Selection criteria	See Section 3.2
Sole tenderer	See Section 2.4
Subcontracting/subcontractor	See Section 2.4.2
Treaties	The EU Treaties: https://europa.eu/european-union/law/treaties_en

ANNEXES

Annex 1. List of documents to be submitted with the tender or during the procedure

Description	Sole tenderer J				Entity on whose capacity is being	When and where to submit the document?	Instructions for uploading in eSubmission (if applicable)		
		Group leader	Group member		relied (that is not subcontractor)		How to name the file?	Where to upload?	
1. Identification an	d informat	tion about	the tende	rer.					
Ways to submit		P	arties		Tender data	Submission re	eport	Submit	
Declaration on Honour on Exclusion and Selection Criteria (see Section 3.1) model in Annex 2						With the tender in eSubmission	'Declaration on Honour'	With the concerned entity under 'Parties' →'Identification of the participant' →'Attachments'→'Declaration on Honour'. For entities that are not subcontractors and on whose capacity the tenderer relies to fulfil the selection criteria, the document must be uploaded in the section of the sole tenderer or group leader: →'Identification of the participant' →'Attachments'→'Other documents'.	
Evidence that the person	\boxtimes	\boxtimes	\boxtimes			With the tender	'Authorisation to	With the concerned entity	

signing the documents is an authorised representative of the entity ²¹ (see Section 4.3)					in eSubmission	sign documents'	under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
Agreement/Power of attorney (see Section 2.4.1) model in Annex 3		\boxtimes			With the tender in eSubmission	'Agreement Power of attorney'	In the group leader's section under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
List of identified subcontractors Section 2.4.2) model in Annex 4	\boxtimes				With the tender in eSubmission	'List of identified subcontractors'	In the sole tenderer's or the group leader's section under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
Commitment letter (see Section 2.4.2 and 2.4.3)			(model in Annex 5.1)	(model in Annex 5.2)	With the tender in eSubmission	'Commitment letter'	With the concerned entity under 'Parties' →'Identification of the participant' →'Attachments'→'Other documents'.
Evidence of non-exclusion (see Section 3.1)				\boxtimes	Tenderers (sole tenderers/all group members in case of a joint tender) must provide the evidence when requested by the contracting authority		n.a.

A document that the contracting authority can access on a national database free of charge does not need to be submitted if the contracting authority is provided with the exact internet link and, if applicable, the necessary identification data to retrieve the document.

						and, in any event, if a tenderer is successful, before the award of the contract. Subcontractors and entities on whose capacity a tenderer relies to fulfil the selection criteria must provide the evidence only upon request by the contracting authority.		
Evidence of legal existence and status (see Section 2.3)	\boxtimes					Only upon request by the EU Validation services At any time during the procedure In the Participant Register	n.a.	n.a.
Evidence of legal capacity (see Section 3.2.1)							n.a.	n.a.
Evidence of economic and financial capacity F1 (see Section 3.2.2)					S	Only upon request by the contracting authority or by the EU Validation services. At any time during the procedure In the Participant Register	n.a.	n.a.
Evidence of technical and professional capacity (see Section 3.2.3)	The documents must be provided only by the involved entities which contribute to reaching the minimum capacity level				S	Only upon request by the contracting authority At any time during the procedure	n.a.	n.a.

2. Tender data.										
eSubmission view										
Ways to submit		Pa	arties		Tender	data	S	ubmission r	report	Submit
Failure to upload the	following a	locuments	in eSubm	ission will lead to	o rejection of	f the tend	ler.			
Technical tender (see Section 4.2)							With the ten		'Technical tender'	Under section 'Tender Da →'Technical tender'
Financial tender (see Section 4.2)	\boxtimes	\boxtimes					With the ter		'Financial tender'	Under 'Tender Data' →'Financial tender'
model in Annex 6										

Annex 2. Declaration on Honour on exclusion and selection criteria

Annex 2 is published as a separate document.

Annex 3. Agreement/Power of attorney

Call for tenders RTD/2023/OP/0032 – Event management and related communication services

AGREEMENT/POWER OF ATTORNEY

The undersigned:

[- Signatory 1 (Name, Function, Legal entity name, Registered address, VAT Number)]

- Signatory 2 (Name, Function, Legal entity name, Registered address, VAT Number)

- ...

- Signatory N (Name, Function, Legal entity name, Registered address, VAT Number)]

having the legal capacity required to act on behalf of the entities they represent,

HEREBY AGREE TO THE FOLLOWING:

- 1) To submit a joint tender (the tender) as members of a group of tenderers (the group), constituted by [Insert names of Legal entity 1, Legal entity 2, ... Legal entity N the name of the group leader must be included here!] (the group members), and led by [Insert name of Legal entity 1] (the group leader), in accordance with the conditions of the procurement documents and the terms of the tender to which this Agreement/Power of attorney is attached.
- 2) If the contracting authority awards a contract resulting from this call for tenders (the contract) to the group on the basis of the tender to which this Agreement/Power of attorney is attached, all group members (including the group leader) shall be considered parties to the contract in accordance with the following conditions:
 - (a) All group members (including the group leader) shall be jointly and severally liable towards the contracting authority for the performance of the contract.
 - (b) All group members (including the group leader) shall comply with the terms and conditions of the contract and ensure the proper delivery of their respective share of the services and/or supplies subject to the contract.
- 3) Payments by the contracting authority related to the services and/or supplies subject to the contract shall be made through the bank account of the group leader indicated in the contract.
- 4) The group members grant to the group leader all the necessary powers to act on their behalf in the submission of the tender and the conclusion of the contract, including:
 - (a) The group leader shall submit the tender on its own behalf and on behalf of the other group members and indicate in the "Contact Person" section in eSubmission the name and e-mail address of an individual as a single point of contact authorised to communicate officially with the contracting authority in connection with the submitted tender on behalf of all group members, including in connection with all relevant questions, clarification requests, notifications, etc., that may be received during the evaluation, award and until the contract signature.
 - (b) The group leader shall sign any contractual documents including the contract, specific

- contracts and amendments thereto and shall warrant the submission of any invoices related to the performance of the contract on behalf of all group members.
- (c) The group leader shall act as a single contact point with the contracting authority in the delivery of the services and/or supplies subject to the contract. It shall coordinate the delivery of the services and/or supplies by the group to the contracting authority, and shall see to a proper administration of the contract.

This Agreement/Power of attorney may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same document.

Any modification to the present Agreement/Power of attorney shall be subject to the contracting authority's express approval. This Agreement/Power of attorney shall expire when all the contractual obligations of the group have ceased to exist. The parties cannot terminate it before that date without the contracting authority's consent.

Name	Name
Function	Function
Name of the legal entity	Name of the legal entity
signature[s]: on	signature[s]: on
Name	Name
Function	Function
Name of the legal entity	Name of the legal entity
signature[s]: on	signature[s]: on

Annex 4. List of identified subcontractors and proportion of subcontracting

Identification details	Roles/tasks during contract execution	Proportion of subcontracting (% of contract volume)
[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]		
[Full official name of the identified subcontractor, registered address, statutory registration number, VAT registration number]		
[REPEAT AS MANY TIMES AS THE NUMBER OF IDENTIFIED SUBCONTRACTORS]		
Other subcontractors that do not need to be identified under Section 2.4.2 ²²		
	TOTAL % of subcontracting	0,00%

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 $^{^{22}}$ For this category of subcontractors, please provide in a general manner their intended roles/tasks during contract execution, as well as the aggregated % of contract volume for all non-identified subcontractors.

Annex 5.1. Commitment letter by an identified subcontractor

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. RTD/2023/OP/0032

Attn:

[Insert date]

Annex 5.2. Commitment letter by an entity on whose capacities is being relied

[Letterhead, if any]

EUROPEAN COMMISSION

Call for tenders Ref. RTD/2023/OP/0032

Attn:

[Insert date]

[]
Commitment letter by an entity on whose capacity is being relied
I, the undersigned,
Name:
Function:
Legal entity:
Registered address:
VAT Number:
having the legal capacity required to act on behalf of <i>[insert name of the entity]</i> , hereby confirm that the latter authorises the <i>[insert name of the tenderer]</i> to rely on its [financial and economic capacity] [technical and professional capacity] in order to meet the minimum levels required for the call for tenders RTD/2023/OP/0032 – Event management and related communication services.
In the event that the tender of the aforementioned tenderer is successful, <i>[insert name of the entity]</i> commits itself to make available the resources necessary for performance of the contract. It further declares that it is not subject to conflicting interests which may negatively affect the contract performance, and that it accepts the terms of the procurement documents for the above call for tenders, in particular the contractual provisions related to checks and audits.
Done at:
Name:
Position:
Signature:

Annex 6. Financial tender form

Annex 6 is published as a separate document

Annex 7. Case Studies

Tenderers are asked to make a specific technical offer for each of the two case studies below and to provide a cost breakdown (price estimate) for each of the two case studies. Such cost breakdown must be submitted as part of the technical tender.

NB: The case studies have been drawn up solely for the purposes of the award process for this contract. They are entirely fictitious and cannot, in any way, be regarded as an indication of the priorities and the exact nature of future operations.

The technical tender must:

- Propose a concept and describe in detail the approach, the stages and the working methods that the tenderer intends to use to carry out all of the work requested in the case study;
- For each stage, specify the composition of the project team and the assigned roles of the personnel which are intended to be put into place, specifying the number of units (person/day) per category of staff;
- Propose a schedule setting out the time considered necessary for each stage and taking account of the time needed for interacting with the CA departments and the various steps of the validation process (retro planning);
- Identify potential risks and present a risk management plan with mitigation measures;
- Provide the mock-ups requested (if any);
- Include the quality control and impact assessment.

The cost breakdown (estimated prices) must:

- cover all the tasks and work that the tenderer must carry out for each case study;
- be presented separately for each case study by using the price schedule in Annex 6.

7.1 Case study 1

The Directorate-General for Research and Innovation, in collaboration with other Directorates-General of the European Commission, is organising a 3-full-day event for the promotion of the new EU-funded Programme for Research & Innovation. The event addresses to several stakeholders of European Research as well as to the general public.

7.1.1 Communication objectives:

The communication objectives of the event are two-fold:

- a. To provide information to Research and Innovation stakeholders about the importance and the funding opportunities of the new Programme and
- b. To raise awareness to citizens about the short and long-term benefits that Research and Innovation brings to the society.

7.1.2 Event type:

To better target the versatile audiences and to enhance the communication efforts, the event consists of two main parts:

- a. A policy conference, which will host a total of 100 policy-related discussions (sessions) and technical workshops along the 3 days; and
- b. An open 100m² exhibition to showcase great results of EU-funded projects and success stories to the public.

The event will have a hybrid format, where each part (policy conference and exhibition) is sub-divided into both physical and online instances, allowing better outreach and better interaction and engagement with the physical and online participants. The event is set to take place on 21, 22 and 23 November 2023 in Brussels. Around 200 physical and 200 online speakers, 3,000 venue participants and more than 20,000 online attendees are expected to participate during the 3-day event.

7.1.3 Tenderer's tasks:

1. Concept development and communication services

- a. Develop a concept based on stakeholder mapping and analysis, making the event fit the communication objectives;
- b. Develop a communications plan, from the announcement to post-event activities;
- c. Propose a media and social media plan for the event;
- d. Develop a visual identity and a branding package for the action and deliver mock-ups for constructions, print and online visuals;
- e. Provide a thorough reporting and evaluation methodology and plan for the success of the event.

2. Logistics (venue, AV equipment, catering, speakers & participants management etc.)

- a. Propose, book and prepare a venue in Brussels to fit the needs of the event;
- b. Ensure the necessary AV and IT equipment and staff to cover the both physical and online aspects of the event (interconnectivity, back-office compatibility, live engagement between physical and online participants/speakers);
- c. Provide the appropriate catering services available during the whole duration of the event for 200 high-level speakers (VIP lunch ideas), as well as light catering (finger food, coffee and soft drinks) for potentially 3000 participants at the venue;
- d. Ensure security and on-the-spot arrangements for the smooth hosting of the event (security, participants and VIP management protocol, speaker accommodation and transportation etc);

- e. Support speakers and participants' during the event (registration, accessibility, technical support and general guidance);
- f. Provide on-site secretarial/printing services or other services required (helpdesks and hotlines);

3. Exhibition (physical)

- a. Propose a functional design and the necessary additional IT and AV equipment to serve the needs of the exhibition;
- b. Produce, transport, store and install the construction in the agreed premises;
- c. Dismantle, dispose/recycle the construction;
- d. Transport branded material and/or other equipment that can be re-used for communication purposes to the Contracting Authority premises (branded panels, service desks, flags or other promotional material).

4. Online resources

- a. Design and develop the necessary online resources needed to host the event according to the visual identity guidelines and according to a usability report;
- b. Integrate third-party applications and tools in the platform (interactive tools, social media sharing, AV tools such as streamers, social media walls etc);
- c. Produce content for the online exhibition (interactive, text or AV based stories for the general public);
- d. Develop and manage a universal registration system (for either physical or online participation);
- e. Develop and implement the necessary cybersecurity measures;
- f. Continuously update content based on the phase of the event (live photo, video coverage, press items publication, post-event testimonials, reports, etc.);
- g. Provide Search Engine Optimisation plans and KPIs;
- h. Provide a migration or archiving plan and services after the event;

7.1.4 Budget

The maximum budget is EUR 3.300.000, including provisions for reimbursable expenses.

7.2 Case study 2

The Directorate-General for Research and Innovation is organizing an information session to announce the results of a 10-year action plan to support the Green Deal program targets. The information session is addressed to Media contacts and Press departments of stakeholders such as research institutes, universities and academia-related entities, research and innovation umbrella organizations and services covering similar topics.

7.2.1 Communication objectives:

The information session aims to:

- a. Invite and secure the attendance of key media and press contacts from stakeholders across the EU;
- b. Ensure that the topic gets wide dissemination through the right target-audience and creates a significant impact;
- c. Develop relations and long-term synergies with influential actors, which are expected be covering the milestone announcements around the topic.

7.2.2 Event details:

The information session will take place in Madrid, Spain, which holds the current presidency of the Council of the European Union. It will be held in English, on 13 November 2023 and it will be scheduled to last two hours. The information session will be divided in two parts: the first will feature the announcement of the results of the action plan, while the second will be reserved for O&A.

The information session will be hosted by the European Commissioner for Innovation and Research, together with representatives from the European Commission's Spokesperson's Service and the European Commission Representation in Spain.

Attendees are expected to be able to join both physically and online, while travel and accommodation costs may be exceptionally offered to selected VIP participants. The information session will be broadcasted via the Europe by Satellite (EbS) service, as well as on a dedicated website on the online resources of the Contracting Authority.

7.2.3 Tenderer's tasks:

- 1. Logistics (venue, AV equipment, catering, etc.)
 - a. Venue spotting (repérage), negotiation and booking according to the needs of the event;
 - b. Ensure that the proposed premises are infrastructure & IT/AV-ready for the information session needs (link to EbS, streaming, online engagement, interview booths/rooms etc);
 - c. Produce the necessary room branding material (themed backdrop panels, branded lecterns etc) and dress-up the venue;

- d. Provide the appropriate catering services for at least 50 press officers and 10 VIPs expected to be physically present;
- e. Propose ideas and provide VIP catering (light lunch) for 10 high-level participants and buffet-style catering for up to 50 physical participants.

2. Participants management

- a. Support speakers and Press office representatives during the event (registration, accessibility, technical support);
- b. Provide onsite secretarial/printing services or other services required (helpdesks and hotlines) oriented to Press professionals;
- c. Propose and provide an efficient system/method to receive and display online and offline (from Press professionals attending physically) questions during the Q&A part;
- d. Develop and provide protocol rules for 10 high-level participants;
- e. If necessary (e.g. key Press professionals) provide travel and accommodation services to individuals.

3. Online resources

- a. Provide a registration plan for Press professionals;
- b. Ensure online participants can interact via the most appropriate tools (e.g. videoconference, a system to easily receive questions, prioritise and display them based on the needs of the information session moderator).

4. Communication and dissemination services

- a. Develop a Communications plan for the event;
- b. Identify and promote the event to targeted-audience (key press departments and Press professionals);
- c. Manage relations and filter and propose enquiries from prominent Media contacts (exclusive interviews, meetings etc);
- d. Map and propose relevant press contacts of stakeholders at EU-level;
- e. Draft and provide information material (info-packs, Save-the-Date, etc);
- f. Develop ready to use content in a press kit format;
- g. Produce post-event communication materials (summary video, photo gallery, etc);
- h. Provide attendance monitoring, KPIs, post-event media clipping and reporting.

7.2.4 Budget

The maximum budget is EUR $60\ 000$, including provisions for reimbursable expenses.

Annex 8 – EC Communication Indicators

Annex 8 is published as a separate document

Annex 9 – Evaluation Form

Annex 9 is published as a separate document

inition to technical specifications for conference rooms with simulations into protati	-Technical specifications for conference rooms with simultaneous int	erpretatio
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Annex 10 is published as a separate document